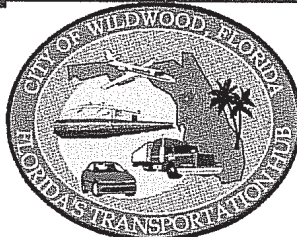


Agenda



Agenda

CITY COMMISSIONERS OF THE CITY OF WILDWOOD

Mayor/Commissioner – Ed Wolf – Seat 1
Mayor Pro-Tem/Commissioner – Ronald Allen – Seat 5
Pamala Harrison-Bivins – Seat 2
Don C. Clark – Seat 4
Robby Strickland – Seat 3
Robert Smith – City Manager

October 11th, 2010
7:00 PM

PLEASE TURN OFF ALL CELL PHONES AND PAGERS

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Department, ADA Coordinator, at 352-330-1330, Ext. 102, forty-eight (48) hours in advance of the meeting.

F.S.S. 286.0105A-If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (The City of Wildwood DOES NOT provide this verbatim record).

AGENDA

- THE MEETING IS CALLED TO ORDER BY THE MAYOR
- INVOCATION
- FLAG SALUTE

1. TIMED ITEMS AND PUBLIC HEARINGS

7:00 PM (a)	PUBLIC HEARING – 2nd FINAL READING	Ordinance No. O2010-16 – an ordinance proposing a small scale land use amendment for Quadventure, LLC (Attachments – Staff Recommends Approval)
7:00 PM (b)	PUBLIC HEARING – 2nd FINAL READING	Ordinance No. O2010-17 – an ordinance proposing a small scale land use amendment for the COW future Police Station (Attachments – Staff Recommends Approval)
7:00 PM (c)	PUBLIC HEARING – 2nd FINAL READING	Ordinance No. O2010-19 – an ordinance providing for the voluntary annexation of certain real property contiguous to the city limits of Wildwood (Lenard Powell Prop, LLC) (see also Ord. O2010-20) (Attachments – Staff Recommends Approval)
7:00 PM (d)	PUBLIC HEARING – 2nd FINAL READING	Ordinance No. O2010-20 – an ordinance providing for the voluntary annexation of certain real property contiguous to the city limits of Wildwood (The Villages of Lake-Sumter, Inc.) (see also Ord. O2010-19) (Attachments – Staff Recommends Approval)

* Quasi Judicial Hearing

2. REPORTS AND PUBLIC INPUT

- **SPECIAL PRESENTATION:** None at this time
 - a. City Manager
 - b. City Attorney
 - c. City Clerk
 - d. Commission Members
 - e. Public Forum (10 minute time limit)
 - f. Notes, Reports, and items for the file as attached

3. **NEW BUSINESS – ACTION REQUIRED**

a. **MINUTES**

1. Minutes of Regular Meeting held on September 28th, 2010 (Attachments – Staff recommends approval)

b. **ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE)**

1. First reading of Ordinance No. O2010-21, an ordinance proposing a small scale land use amendment for Lenard Powell Properties, LLC (Attachments – Staff Recommends Approval)
2. First reading of Ordinance No. O2010-22, an ordinance proposing a small scale land use amendment for The Villages of Lake-Sumter, Inc. (Attachments – Staff Recommends Approval)
3. First reading of Ordinance No. O2010-24, an ordinance proposing a small scale land use amendment for Kelly and Stephanie Lenhart (Attachments – Staff Recommends Approval)

c. **RESOLUTIONS FOR APPROVAL:**

1. None

d. **APPOINTMENTS**

1. None

e. **CONTRACTS AND AGREEMENTS**

1. Discussion/Approval requested for the Lease Agreement with Dixie Youth Baseball regarding the storage building at Millennium Park (Attachment – Staff Recommends Approval)
2. Discussion/Approval requested for the Fire Station 33 (Coleman) Utility Agreement between the City of Wildwood and Sumter County (Attachments – Board Option)

f. **FINANCIAL**

1. Bills for Approval (Attachments – Staff Recommends Approval)
2. Selection of best quote for the Boundary Survey of the future police headquarters (Attachments – Staff Recommends Approval)

g. **GENERAL ITEMS FOR CONSIDERATION**

1. Discussion/approval of road closures for Wildwood High School Homecoming Parade (Attachments – Board Option)
2. Discussion/approval for staff to seek quotes for a physical assessment survey, from a professional engineer, of the City Hall HVAC system (Attachments– Staff Recommends Approval)

4. **ADJOURN:**

~~~~~

5. **RECONVENE AS MEMBERS OF THE CRA ( Community Redevelopment Agency)**

- a. Potential purchase of Osceola Ave properties to mitigate storm water flooding (Attachments – Staff Recommends Approval)

6. **ADJOURN**

~~~~~

NOTES – NO ACTION REQUIRED:

- a. None

REPORTS:

CITY MANAGER (2.a.f.):

1. **FYI** – Quarterly report from Public Works Director, Gene Komegay (Attachments)
2. **FYI** – Quarterly report from Chief of Police, Eddie Reeser (Attachment)

1. TIMED ITEMS AND PUBLIC HEARINGS

7:00 PM (a)	PUBLIC HEARING – 2nd FINAL READING	Ordinance No. O2010-16 – an ordinance proposing a small scale land use amendment for Quadventure, LLC (Attachments – Staff Recommends Approval)
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7:00 PM (c)	PUBLIC HEARING – 2nd FINAL READING	Ordinance No. O2010-19 – an ordinance providing for the voluntary annexation of certain real property contiguous to the city limits of Wildwood (Lenard Powell Prop, LLC) (see also Ord. O2010-20) (Attachments – Staff Recommends Approval)
7:00 PM (d)	PUBLIC HEARING – 2nd FINAL READING	Ordinance No. O2010-20 – an ordinance providing for the voluntary annexation of certain real property contiguous to the city limits of Wildwood (The Villages of Lake-Sumter, Inc.) (see also Ord. O2010-19) (Attachments – Staff Recommends Approval)
7:00 PM (a)	PUBLIC HEARING – 2nd FINAL READING	Ordinance No. O2010-16 – an ordinance proposing a small scale land use amendment for Quadventure, LLC (Attachments – Staff Recommends Approval)

* Quasi Judicial Hearing

EXECUTIVE SUMMARY

1. (a) PUBLIC HEARINGS – 2nd Final Reading of Ordinance No. O2010-16 – an ordinance proposing a small scale land use amendment for Quadventure, LLC

SUBJECT: **Quadventure, LLC**

Proposed Ordinance O2010-16**REQUESTED ACTION:**

- ☐ Work Session (Report Only)
☒ Regular Meeting

DATE OF MEETING:
☐ Special Meeting

9/28/10

CONTRACT: ☐ N/A
Effective Date: _____
Managing Division / Dept: _____

Vendor/Entity: _____
Termination Date: _____

BUDGET IMPACT: _____

- ☐ Annual
☐ Capital
☒ N/A

FUNDING SOURCE: N/A
EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

The applicant seeks approval for a Small Scale Future Land Use Map Amendment to the adopted Comprehensive Plan. On September 7, 2010 the case was heard before Special Magistrate acting as the Local Planning Agency in which the Special Magistrate recommended the approval of Ordinance No. O2010-16 (attached).

The 6+/- acre subject parcel was annexed by into the city limits on August 9, 2010 and is seeking a Small Scale Future Land Use Map amendment from Sumter County "Agricultural" to City "Commercial". The subject parcel is part of a larger project called "Quadventure" that has filed an application for rezoning to "Planned Unit Development" on an additional 34 acres. A Small Scale Comprehensive Plan Amendment is necessary so that the developer may proceed with the rezoning of the project in its entirety.

The attached maps illustrate the subject parcel's relation to the Quadventure project as a whole as well as the existing and proposed Future Land Use Map designations within the vicinity.

Staff believes a Future Land Use Map designation of "Commercial" is appropriate and should be for approved for the following reasons:

- The subject parcel, in context with the overall Quadventure project, is located in a logical area for commercial uses;
- The subject parcel is contiguous to commercial and mixed use designated properties contained within the Quadventure project;
- The subject amendment does not meet the criteria of urban sprawl pursuant to Rule 9-5, F.A.C.;
- The environmental characteristics of the subject parcel are suitable for commercial uses;
- Approval of commercial uses on the subject parcel will not adversely affect surrounding property values; and
- Approval of the land use amendment will not cause public facilities to operate below their adopted level of service.

Therefore, Staff suggests approval of Ordinance #O2010-16. Should the commission choose to approve the ordinance, it will be forwarded to the Department of Community Affairs for final approval.

Melanie Peavy
Development Services Director

ORDINANCE NO. 02010-16

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA;
PROPOSING A SMALL SCALE LAND USE AMENDMENT
TO THE ADOPTED LOCAL COMPREHENSIVE PLAN AND
FUTURE LAND USE MAP IN ACCORDANCE WITH THE
GROWTH MANAGEMENT ACT OF 1985, AS AMENDED;
PROVIDING FOR CODIFICATION; PROVIDING FOR
CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Wildwood, Florida, is proposing to amend the local Comprehensive Plan and Future Land Use Map of said City, to include land use amendment described as follows, to-wit:

Quadventure, LLC
Parcel #: G17=034
Containing 6 acres +/-

From the East Quarter corner of Section 17, Township 19 South, Range 23 East, Sumter County, Florida run South 89 degrees 49'28" West along the South line of the Northeast Quarter 825.42 feet; thence North 0 degrees 01'08" West 733.89 feet to the Point of Beginning of this description. From said Point of Beginning run South 89 degrees 47'45" West 462.0 feet; thence North 0 degrees 01'08" West 567.83 feet to the South right of way of a county road; thence North 89 degrees 47'45" East along said South right of way of a county road 462.0 feet; thence South 0 degrees 01'08" East 567.83 feet to the Point of Beginning. Together with an easement for ingress and egress 66.0 feet wide described as follows: From the East Quarter corner of Section 17, Township 19 South, Range 23 East, Sumter County, Florida, run South 0 degrees 12'05" West along East line of said Section 17, a distance of 468.0 feet; thence South 89 degrees 49'28" West 723.62 feet to the Point of Beginning of this easement. From said Point of Beginning continue South 89 degrees 49'28" West 1817.85 feet; thence North 0 degrees 02'15" West 66.0 feet; thence North 89 degrees 49'28" East 1189.87 feet; thence North 0 degrees 01'08" West 1703.45 feet to the South right of way of a county road; thence North 89 degrees 47'45" East along said South right of way of county road 66.0 feet; thence South 0 degrees 01'08" East 1703.49 feet; thence North 89 degrees 49'28" East 562.0 feet; thence South 0 degrees 01'08" East 66.0 feet to the Point of Beginning.

This property is to be reclassified from County comprehensive plan category "Agricultural" to City comprehensive plan category "Commercial."

AND WHEREAS, the City is also proposing to amend the Future Land Use Map to include Future land use of property that shall pertain and be applicable to said amendment.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, by the City Commission of Wildwood, Florida, as follows:

SECTION 1. The adopted local Comprehensive Plan and Future Land Map for the City of Wildwood, Florida, are hereby amended to include the above-referenced property and proposed land use amendment as indicated above. The amendment to the Future Land Use and Zoning Maps are attached hereto and incorporated herein by reference.

SECTION 2. With the recommendations of the City Commission, the proposed land use amendment is hereby transmitted by the City Commission to the Florida Department of Community Affairs.

SECTION 3. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 4. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a Court or competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

SECTION 5. This ordinance shall take effect upon its final reading by the City Commission of the City of Wildwood.

DONE AND ORDAINED this _____ day of _____, 2010, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

First Reading: _____
Second Reading: _____

Approved as to form:

Jerri A. Blair, City Attorney



Sumter County BOCC - GIS

BOCC - Bushnell, FL 33513 | 352-793-0200

Parcel ID: **G17=034**

QUADVENTURE LLC

300 LAKE ELLA RD FRUITLAND PARK, FL 34731

Street: 4793 NE 57TH RD

S/T/R: 17/19/23 FROM THE E 1/4 COR OF SEC RUN W 825.42 FT N 733.89 FT TO POB THENCE W 462 FT N 567.83 FT E 462 FT S 567.83 FT TO POB

Sales

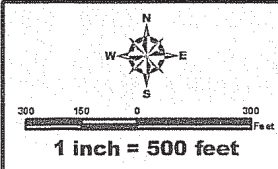
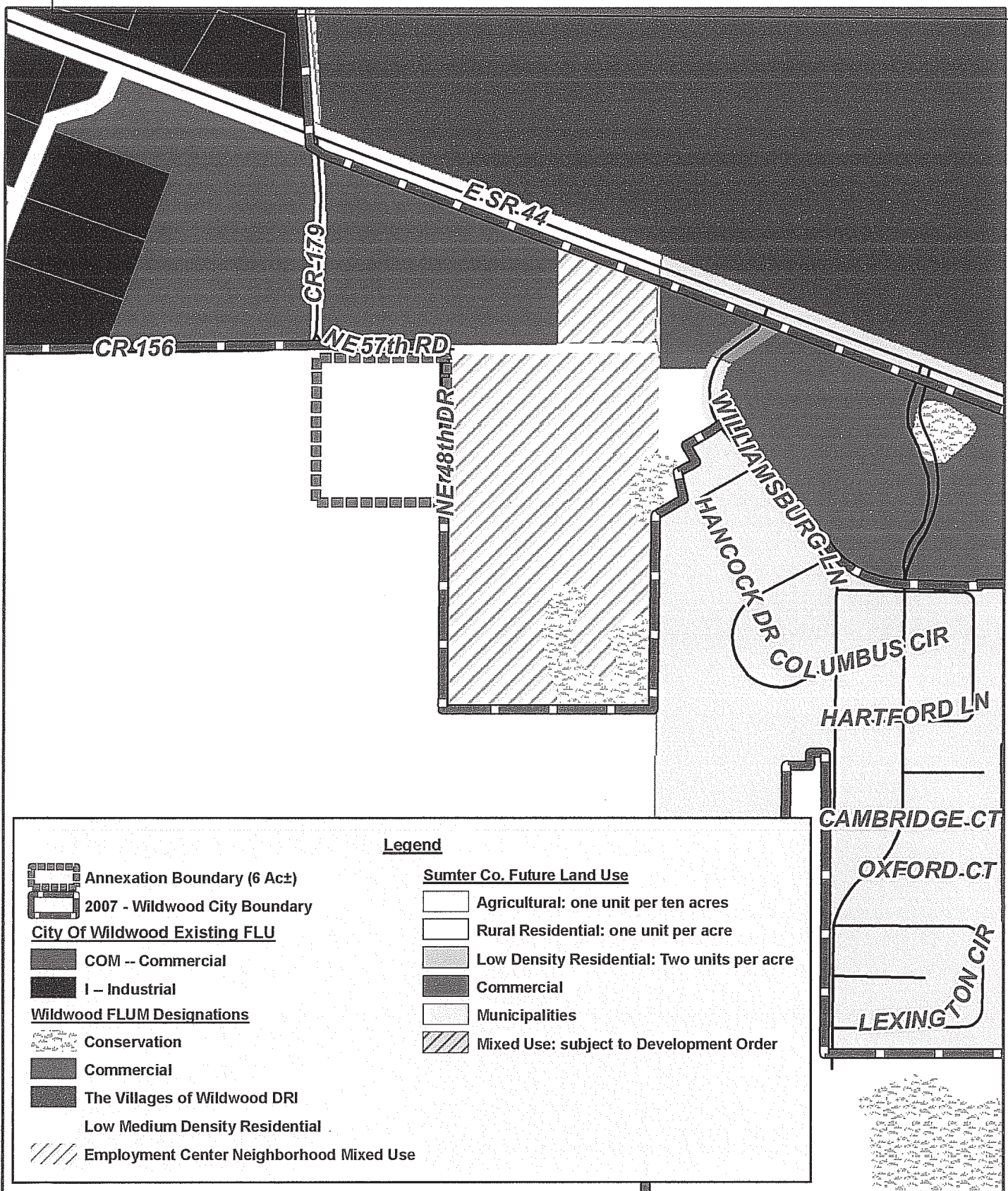
3/1/2008	1922/447	Improved	\$1,200,000.00
5/1/2005	1389/600	Improved	\$99,000.00

NOTES:



This information was derived from data which was compiled by the Sumter County BOCC - GIS. This information should not be relied upon by anyone as a determination of the ownership of property, legal boundary representation, or market value. The map image is not a survey and shall not be used in any Title Search or any official capacity. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. This information was last and may not reflect the data currently on file at our office.

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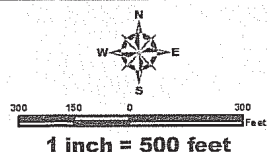
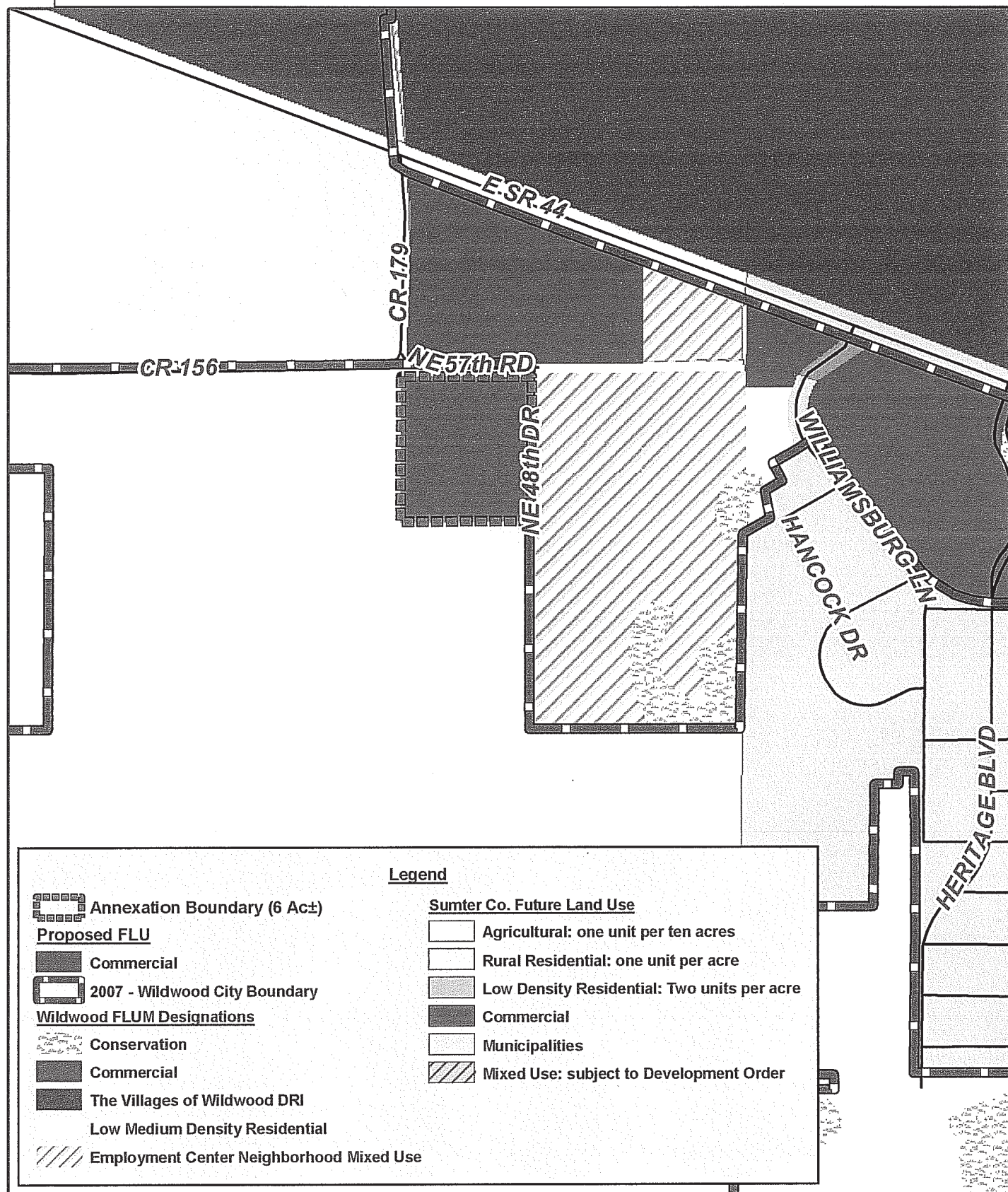


Quadventure

Existing Future Land Use Map Wildwood, Florida

Project No.: 1477/1
 File Name:
 1477-1_FLU_anex_8x11.mxd
 Project Name: Quadventure
 Project Manager: Greg Beliveau
 Creation Date: May 24, 2010
 Revision Date:
 Created By: D. Ludwig

LPG Urban & Regional Planners, Inc.
 1162 Camp Avenue, Mount Dora, Florida 32757
 Office: (352) 385-1940 / Fax: (352) 385-4524

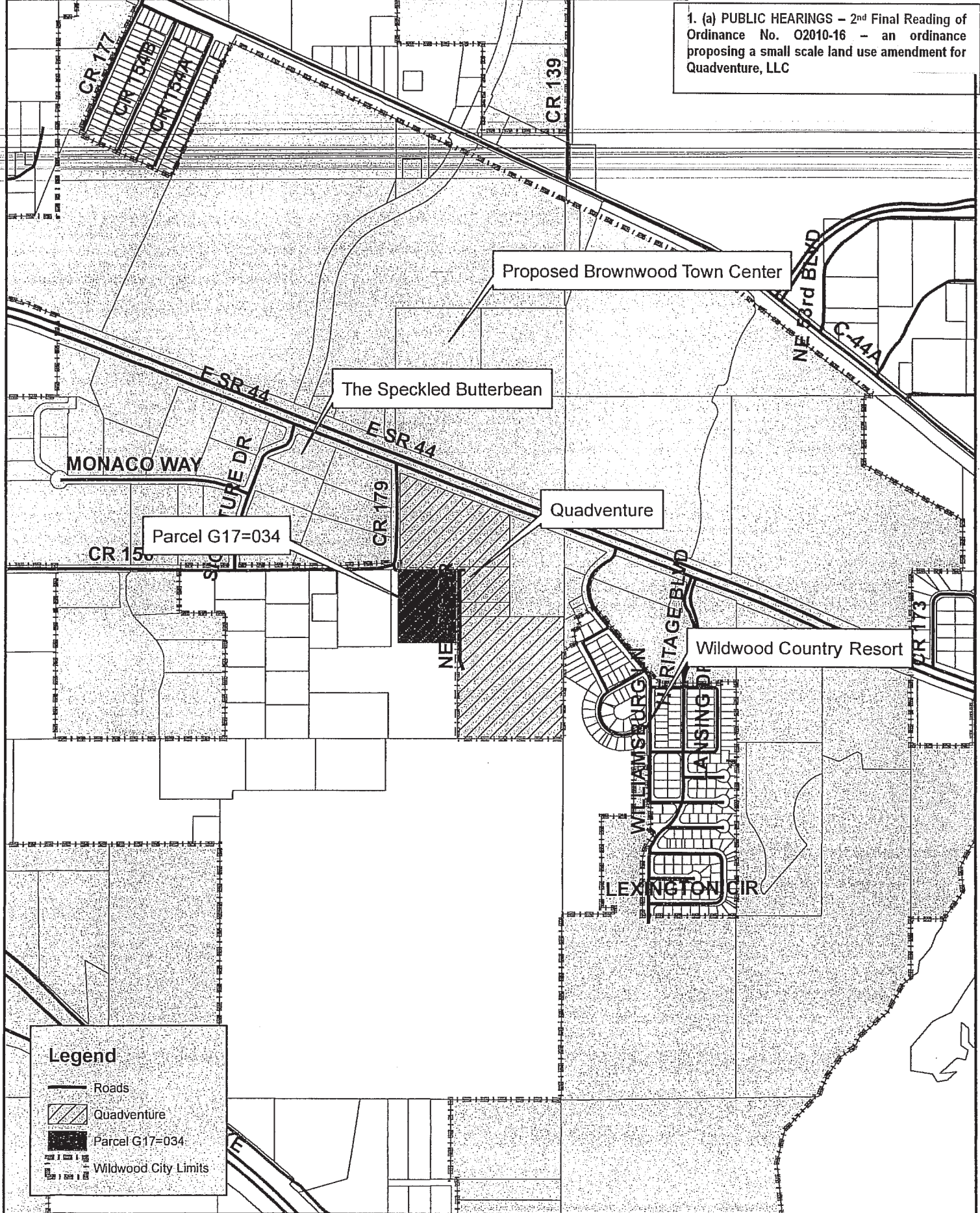


Quadventure

Proposed Future Land Use Map
Wildwood, Florida

Project No.: 1477/1
File Name:
1477-1_FLU_anex_0x11.mxd
Project Name: Quadventure
Project Manager: Greg Beliveau
Creation Date: May 24, 2010
Revision Date:
Created By: D. Ludwig

LPG Urban & Regional Planners, Inc.
1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 343-1940 • Fax: (352) 353-4924



Legend

- Roads
- Quadventure
- Parcel G17=034
- Wildwood City Limits



1 inch = 1,000 feet

City of Wildwood, Florida
Ordinance O2010-16



CITY COMMISSION OF THE CITY OF WILDWOOD

1. (b). PUBLIC HEARINGS - 2nd final reading of Ordinance No. O2010-17 - an ordinance proposing a small scale land use amendment for the COW future Police Station

EXECUTIVE SUMMARY

SUBJECT: Future Police Station

Ordinance No. O2010-17

REQUESTED ACTION:

☐ Work Session (Report Only)
☒ Regular Meeting

DATE OF MEETING: 10/11/2010
☐ Special Meeting

CONTRACT:

☐ N/A
Effective Date: _____
Managing Division / Dept: _____

Vendor/Entity: _____
Termination Date: _____

BUDGET IMPACT: _____

☐ Annual
☐ Capital
☒ N/A

FUNDING SOURCE: N/A
EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

The city is seeking a Small Scale Future Land Use Map amendment to the adopted Comprehensive Plan to change the Future Land Use Map designation from "High Density Residential" to "Public Facilities". On September 7, 2010 the case number CP 1008-01 was heard before the Special Magistrate acting as the Local Planning Agency in which the Special Magistrate recommended the approval of Ordinance No. O2010-17 (attached).

The 6.5 acre subject parcel was purchased by the city with the intent to potentially utilize the site as the future police station. site is sandwiched between Martin Luther King Park to the north and additional city-owned property to the south. This site was formerly known as King Park Court Apartments. A Small Scale Comprehensive Plan Amendment is necessary so that the Future Land Use Map designation is consistent with the intended use of the property.

The attached maps illustrate the subject parcel's relation to the surrounding area as well as the existing and proposed Future Land Use Map designations within the vicinity.

Staff believes a Future Land Use Map designation of "Public Facilities" is appropriate based on the intended use of the property and should be recommended for approval for the following reasons:

- The subject parcel is located in an area with compatible and similar uses;
- The proposed amendment would allow for a less intensive land use on the subject property than that which is currently allowed by the comprehensive plan;
- The subject amendment does not meet the criteria of urban sprawl pursuant to Rule 9-5, F.A.C;
- Approval of the land use amendment on the subject parcel will not adversely affect surrounding property; and
- Approval of the land use amendment will not cause public facilities to operate below their adopted level of service.

Therefore, Staff suggests approval of Ordinance #02010-17. Should the commission choose to approve the ordinance, it will be forwarded to the Department of Community Affairs for final approval

Melanie Peavy
Development Services Director

ORDINANCE NO. 02010-17

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA;
PROPOSING A SMALL SCALE LAND USE AMENDMENT
TO THE ADOPTED LOCAL COMPREHENSIVE PLAN AND
FUTURE LAND USE MAP IN ACCORDANCE WITH THE
GROWTH MANAGEMENT ACT OF 1985, AS AMENDED;
PROVIDING FOR CODIFICATION; PROVIDING FOR
CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Wildwood, Florida, is proposing to amend the local Comprehensive Plan and Future Land Use Map of said City, to include land use amendment described as follows, to-wit:

City of Wildwood
Parcel #: G07=044
Containing 6.5 acres +/-

WEST ½ OF THE SOUTH 420 FEET OF THE NW ¼ OF THE NW ¼ OF
SECTION 7, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY,
FLORIDA.

This property is to be reclassified from City comprehensive plan category "High Density Residential" to City comprehensive plan category "Public Facilities"

AND WHEREAS, the City is also proposing to amend the Future Land Use Map to include Future land use of property that shall pertain and be applicable to said amendment.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, by the City Commission of Wildwood, Florida, as follows:

SECTION 1. The adopted local Comprehensive Plan and Future Land Map for the City of Wildwood, Florida, are hereby amended to include the above-referenced property and proposed land use amendment as indicated above. The amendment to the Future Land Use and Zoning Maps are attached hereto and incorporated herein by reference.

SECTION 2. With the recommendations of the City Commission, the proposed land use amendment is hereby transmitted by the City Commission to the Florida Department of Community Affairs.

SECTION 3. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 4. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a Court or competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

SECTION 5. This ordinance shall take effect upon its final reading by the City Commission of the City of Wildwood.

DONE AND ORDAINED this _____ day of _____, 2010, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

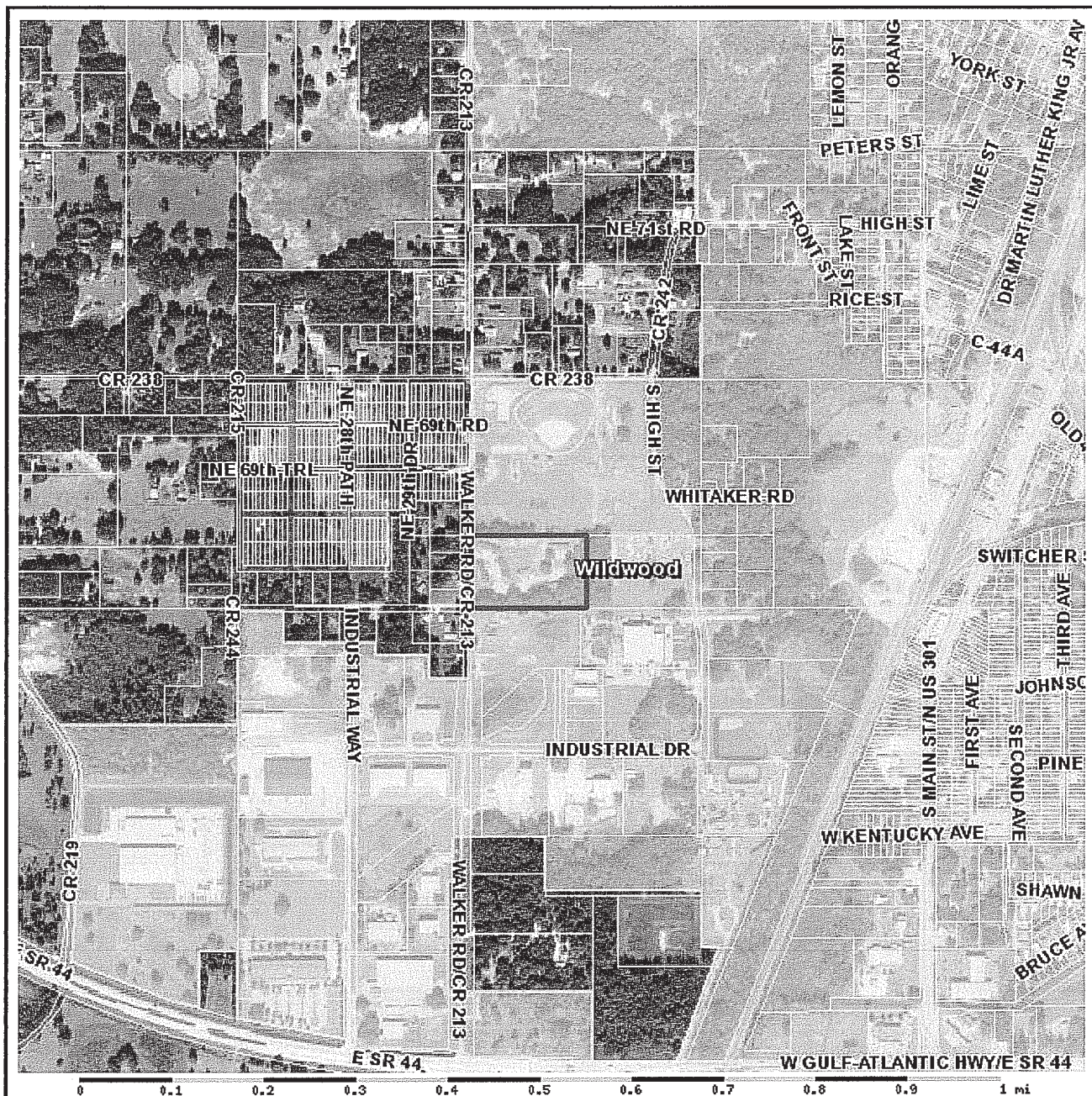
ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

First Reading: _____
Second Reading: _____

Approved as to form:

Jerri A. Blair, City Attorney



Sumter County BOCC - GIS

BOCC - Bushnell, FL 33513 | 352-793-0200

Parcel ID: **G07=044**

UNITED STATES OF AMERICA

2441 NE 3RD ST STE 204-1 OCALA, FL 34470

Street: 700 WALKER RD

S/T/R: 07/19/23 W1/2 OF S 420 FT OF NW1/4 OF NW1/4

Sales

1/1/2010	2165/125	Improved	\$0.00
8/1/2009	2123/676	Improved	\$0.00

NOTES:



This information was derived from data which was compiled by the Sumter County BOCC - GIS. This information should not be relied upon by anyone as a determination of the ownership of property, legal boundary representation, or market value. The map image is not a survey and shall not be used in any Title Search or any official capacity. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. This information was last and may not reflect the data currently on file at our office.

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1 inch = 500 feet

C-44A

Wildwood

**Small Scale Comprehensive
Proposed**

1. (b). PUBLIC HEARINGS - 2nd final
reading of Ordinance No. O2010-17 -
proposing a small scale land use
amendment for the COW future Police
Station

CR 213

G07=044



1 inch = 500 feet

C-44A

Wildwood

**Small Scale Comprehensive
Existing**

1. (b). PUBLIC HEARINGS – 2nd final
reading of Ordinance No. O2010-17 –
proposing a small scale land use
amendment for the COW future Police
Station

CR 213

G07=044

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

1. (c). PUBLIC HEARINGS – 2nd final reading of Ordinance No. O2010-19 – an ordinance providing for the voluntary annexation of certain real property contiguous to the city limits of Wildwood (Lenard Powell Prop, LLC) - Annexations

SUBJECT: Lenard Powell Prop LLC and Villages of Lake-Sumter INC

REQUESTED ACTION: Ordinance Nos. O2010-19 and O2010-20

☐ Work Session (Report Only)
☒ Regular Meeting

DATE OF MEETING: 10/11/2010
☐ Special Meeting

CONTRACT: ☐ N/A
Effective Date: _____
Managing Division / Dept: _____

Vendor/Entity: _____
Termination Date: _____

BUDGET IMPACT: _____

☐ Annual
☐ Capital
☒ N/A

FUNDING SOURCE: N/A
EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

The applicant, Grant and Dzuro, has filed annexation applications on approximately 4.71 acres of property located in the northeast quadrant of the Powell Road (formerly CR 139) and CR 44A. Approximately 1.12 acres are owned by Lenard Powell and the remaining 3.59 acres are owned by The Villages of Lake-Sumter.

The Villages has filed a Notice of Proposed Change for the Villages of Wildwood Development of Regional Impact (DRI) in which both of these properties will be added to the Villages of Wildwood DRI. The annexation into the city limits will allow for these properties to be contained within The Villages of Wildwood DRI. Additionally, the annexation will assist in squaring off the boundary of the properties contained within the city limits.

Because the property has two property owners, two ordinances have been prepared. Ordinance No. O2010-19 pertains to the annexation of the Lenard Powell Prop. LLC. Property and Ordinance No. O2010-20 pertains to the annexation of the Villages of Lake-Sumter Inc.

Melanie Peavy
Development Services Director

ORDINANCE NO. O2010-19

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 1.12 ACRES BEING GENERALLY LOCATED ON THE EAST SIDE OF THE CITY; IN SECTION 8, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD, FLORIDA; PROVIDING THAT THE PROPERTY ANNEXED SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF THE CITY OF WILDWOOD AS IF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF WILDWOOD AT THE TIME OF ENACTMENT OF SAID LAWS AND ORDINANCES; PROVIDING THAT THE ANNEXED PROPERTY SHALL BE RESPONSIBLE AND HELD LIABLE FOR THEIR PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF THE CITY OF WILDWOOD; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the City Commission of the City of Wildwood, Florida:

SECTION 1. Based upon the petition of the owners of the following described real property which lies within the unincorporated area of Sumter County, which is contiguous to the City of Wildwood and reasonably compact, generally located on the east side of the City, to be annexed into the City, the hereinafter described property is hereby annexed into the City of Wildwood pursuant to Section 171.044, Florida Statutes. The City Commission finds that the property is contiguous to the municipal limits of the City of Wildwood, that the property is reasonably compact, and that the property otherwise meets all legal requirements for annexation. The annexed property, lying in Sumter County, Florida and owned by Lenard Powell Prop. LLC., is more particularly described as follows:

Lenard Powell Prop. LLC
Parcels 4, 5, and 6

LEGAL DESCRIPTION

THAT LAND LYING IN SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8 RUN N00°29'25"E, ALONG THE EAST LINE THEREOF A DISTANCE OF 611.79 FEET; THENCE DEPARTING SAID EAST LINE, N65°09'05"W, 124.92 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8 AND THE BOUNDARY OF THAT LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2131, PAGE 399, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING COURSES: N65°09'05"W, 362.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N65°09'05"W, 185.00 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY OF COUNTY ROAD 139 AS RECORDED IN OFFICIAL RECORDS BOOK 2088, PAGE 193, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID BOUNDARY AND ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY THE FOLLOWING COURSES, S25°04'43"W, 239.29 FEET; THENCE S19°25'59"E, 39.56 FEET TO THE NORTHERLY RIGHT-OF-WAY OF C-44A ACCORDING TO THE RIGHT-OF-WAY MAP ON FILE IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, IN MAP BOOK 4, PAGE 117; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY AND ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING COURSES: S65°35'30"E, 10.02 FEET; THENCE N71°31'02"E, 3.69 FEET; THENCE S65°09'05"E, 144.58 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, N25°04'43"E, 265.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 1.12 ACRES, MORE OR LESS.

SECTION 2. All of the above described annexed property shall liable for its proportionate share of the future and existing indebtedness of the City of Wildwood.

SECTION 3. All of the above described annexed property shall be subject to the laws and ordinance of the City of Wildwood as if this territory had been a part of the City of Wildwood at the time of passage and approval of said laws and ordinances.

SECTION 4. Until such time as the City amends its comprehensive plan, the current County zoning classification and land use regulations will remain in full force and effect.

SECTION 5. Section 1-14 of the City of Wildwood Code of Ordinances is hereby amended to include the legal description of the annexed parcel pursuant to this Ordinance.

SECTION 6. If any portion of this ordinance is declared invalid for any purpose, the remaining portion shall remain valid and in full force and effect.

SECTION 7. This ordinance shall take effect upon final approval by the City Commission.

DONE AND ORDAINED this ____ day of ____, 2010, by the City Commission of the City of Wildwood, Florida.

SEAL

ATTEST:

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Joseph Jacobs, City Clerk

Ed Wolf, Mayor

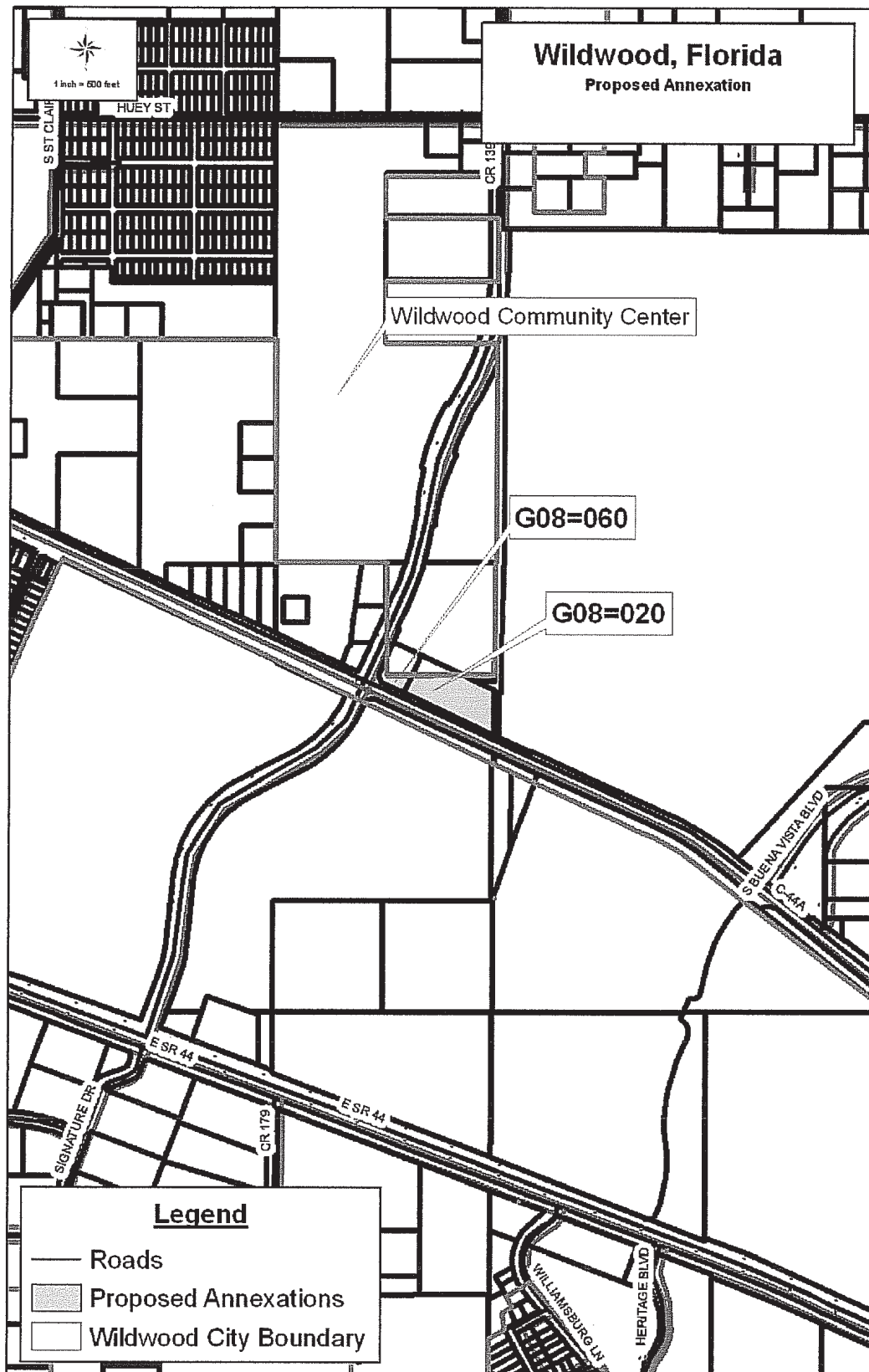
First Reading: _____

Second Reading: _____

Approved as to form:

Jerri A. Blair, City Attorney

1. (c). PUBLIC HEARINGS – 2nd final reading of Ordinance No. 02010-19 – an ordinance providing for the voluntary annexation of certain real property contiguous to the city limits of Wildwood (Lenard Powell Prop, LLC)



CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

1. (d) PUBLIC HEARINGS – 2nd
Final Reading of Ordinance No.
O2010-20 – an ordinance providing
for the voluntary annexation of
certain real property contiguous to
the city limits of Wildwood (The
Villages of Lake-Sumter, Inc.)

SUBJECT: Lenard Powell Prop LLC and Villages of Lake-Sumter INC - Annexations

Ordinance Nos. O2010-19 and O2010-20

REQUESTED ACTION:

☐ Work Session (Report Only)
☒ Regular Meeting

DATE OF MEETING: 10/11/2010
☐ Special Meeting

CONTRACT:

☐ N/A
Effective Date: _____
Managing Division / Dept: _____

Vendor/Entity: _____
Termination Date: _____

BUDGET IMPACT: _____

☐ Annual
☐ Capital
☒ N/A

FUNDING SOURCE: _____
EXPENDITURE ACCOUNT: _____

N/A

HISTORY/FACTS/ISSUES:

The applicant, Grant and Dzuro, has filed annexation applications on approximately 4.71 acres of property located in the northeast quadrant of the Powell Road (formerly CR 139) and CR 44A. Approximately 1.12 acres are owned by Lenard Powell and the remaining 3.59 acres are owned by The Villages of Lake-Sumter.

The Villages has filed a Notice of Proposed Change for the Villages of Wildwood Development of Regional Impact (DRI) in which both of these properties will be added to the Villages of Wildwood DRI. The annexation into the city limits will allow for these properties to be contained within The Villages of Wildwood DRI. Additionally, the annexation will assist in squaring off the boundary of the properties contained within the city limits.

Because the property has two property owners, two ordinances have been prepared. Ordinance No.O2010-19 pertains to the annexation of the Lenard Powell Prop. LLC. Property and Ordinance No. O2010-20 pertains to the annexation of the Villages of Lake-Sumter Inc.

Melanie Peavy
Development Services Director

ORDINANCE NO. O2010-20

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 3.59 ACRES BEING GENERALLY LOCATED ON THE EAST SIDE OF THE CITY; IN SECTION 8 AND 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD, FLORIDA; PROVIDING THAT THE PROPERTY ANNEXED SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF THE CITY OF WILDWOOD AS IF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF WILDWOOD AT THE TIME OF ENACTMENT OF SAID LAWS AND ORDINANCES; PROVIDING THAT THE ANNEXED PROPERTY SHALL BE RESPONSIBLE AND HELD LIABLE FOR THEIR PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF THE CITY OF WILDWOOD; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the City Commission of the City of Wildwood, Florida:

SECTION 1. Based upon the petition of the owners of the following described real property which lies within the unincorporated area of Sumter County, which is contiguous to the City of Wildwood and reasonably compact, generally located on the east side of the City, to be annexed into the City, the hereinafter described property is hereby annexed into the City of Wildwood pursuant to Section 171.044, Florida Statutes. The City Commission finds that the property is contiguous to the municipal limits of the City of Wildwood, that the property is reasonably compact, and that the property otherwise meets all legal requirements for annexation. The annexed property lying in Sumter County, Florida and owned by Villages of Lake-Sumter, INC. is more particularly described as follows:

Villages of Lake-Sumter, INC.
Parcels 1 and 3

LEGAL DESCRIPTION

THAT LAND LYING IN SECTION 8 AND 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8 RUN N00°29'25"E, ALONG THE EAST LINE THEREOF A DISTANCE OF 317.95 FEET TO THE NORTHERLY RIGHT-OF-WAY OF C-44A ACCORDING TO THE RIGHT-OF-WAY MAP ON FILE IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING COURSES: N57°12'30"W, 18.62 FEET; THENCE N65°08'45"W, 55.69 FEET; THENCE N64°55'26"W, 27.20 FEET; THENCE N65°09'05"W, 508.22 FEET TO THE EASTERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2136, PAGE 5, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND ALONG SAID EASTERLY BOUNDARY, N25°04'43"E, 265.00 FEET TO THE NORTH BOUNDARY OF THAT LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2131, PAGE 399, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY BOUNDARY AND ALONG SAID NORTH BOUNDARY AND THE SOUTHEASTERLY EXTENSION THEREOF S65°09'05"E, 530.62 FEET; THENCE DEPARTING THE SOUTHEASTERLY EXTENSION OF SAID NORTH BOUNDARY, S00°57'59"W, 295.85 FEET TO SAID NORTHERLY RIGHT-OF-WAY OF C-44A; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING COURSES: N65°02'56"W, 21.89 FEET; THENCE N57°12'30"W, 20.22 FEET TO THE POINT OF BEGINNING.
CONTAINING 3.59 ACRES, MORE OR LESS.

SECTION 2. All of the above described annexed property shall liable for its proportionate share of the future and existing indebtedness of the City of Wildwood.

SECTION 3. All of the above described annexed property shall be subject to the laws and ordinance of the City of Wildwood as if this territory had been a part of the City of Wildwood at the time of passage and approval of said laws and ordinances.

SECTION 4. Until such time as the City amends its comprehensive plan, the current County zoning classification and land use regulations will remain in full force and effect.

SECTION 5. Section 1-14 of the City of Wildwood Code of Ordinances is hereby amended to include the legal description of the annexed parcel pursuant to this Ordinance.

SECTION 6. If any portion of this ordinance is declared invalid for any purpose, the remaining portion shall remain valid and in full force and effect.

SECTION 7. This ordinance shall take effect upon final approval by the City Commission.

DONE AND ORDAINED this ____ day of _____, 2010, by the City Commission of the City of Wildwood, Florida.

SEAL

ATTEST: CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Joseph Jacobs, City Clerk

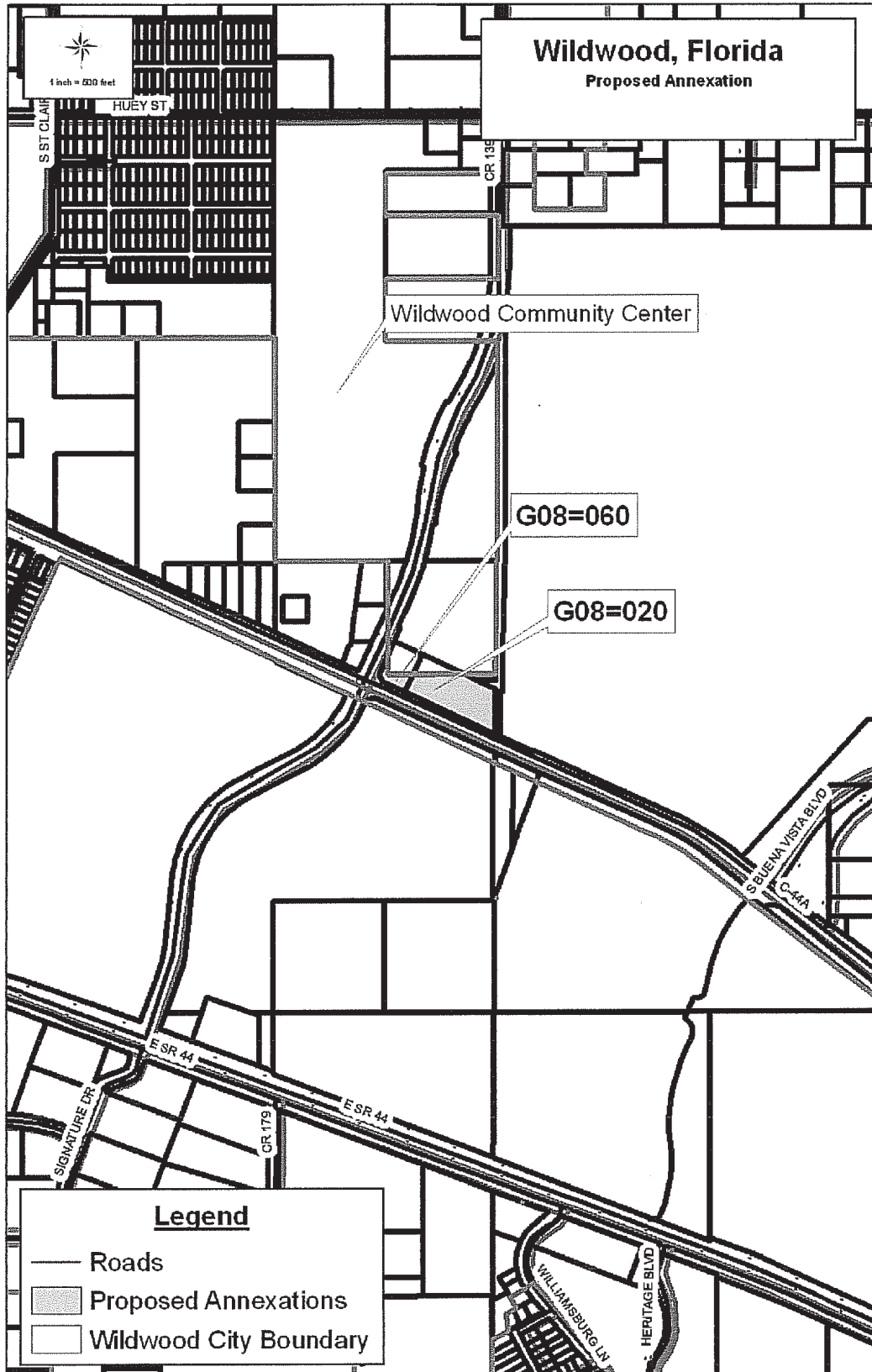
Ed Wolf, Mayor

First Reading: _____

Second Reading: _____

Approved as to form:

Jerri A. Blair, City Attorney



2. **REPORTS AND PUBLIC INPUT**

- **SPECIAL PRESENTATION:** None at this time

(a) CITY MANAGER:

NOTES: (2.f.)

None

REPORTS: (2.f.)

(See “f” below)

(b) CITY ATTORNEY:

(1)

(c) CITY CLERK:

(1)

(d) COMMISSION MEMBERS:

(1)

(e) PUBLIC FORUM:

(1)

(f) NOTES/REPORTS/FILED ITEMS:

1. FYI – Quarterly report from Public Works Director, Gene Kornegay (Attachments)
2. FYI – Quarterly report from Chief of Police, Eddie Reeser (Attachment)

City of Wildwood
Public Works Department
410 Grey Street
Wildwood, Florida 34785
Phone: 352-330-1343 Fax: 352-330-1353



Memo

To: Robert Smith
From: Gene Kornegay
Cc: Commission
Date: 10/4/2010
Re: Quarterly Report

This is a brief summary of special duties that we have accomplished this quarter.

Refuse Department

July-September 771 yards of material were delivered to the limb burner.

July-September 23.72 tons of leaves and grass were picked up.

Public Works

July-September we completed:

- 200 can deliveries and cans picked up.

- 147 pay piles

- 3 roll-off's serviced

Road repairs were made on: Stanley and Knight, Clay Drain Road, CR 181, Cr 209, Cr 232, Intersection of Lynum and Gray St., Peters and MLK, Peel Street, Peters and Lynum, Intersection of Jarrell and Lee St, with a total of 100 pot holes by using 3 yards of cold patch and 40 hours of labor.

We repaired pot holes at Park and Legion, Huron and Park, Clay Drain Road, St Clair, Old Wire and Huey.

Tree trimming and cutting back right-of-way were done on: Gray St, High St, York and Orange St, Orange and Peel St, Lemon St, Peter St Lift Station, Gamble and Huey St, Gamble and Hall St, Wonder St, Barwick St, Mission Dr, Warfield Ave, Second Ave and Switcher, Third Ave, 4th and 5th Ave, Powell and Missouri, Pine St., Gilliam St and Warfield Ave, Pleasantdale, Palmer and Barwick Intersection, CR 209 from CR 214/CR 202 with 2 men and a total of 22 ½ labor hours.

Working the Grower's Market.

We are maintaining 60 plus miles of right-of-way mowing.

WILDWOOD POLICE DEPARTMENT

Quarterly Report
July, August September

I. STATS

- Calls for Service – 4,233
- Arrests – 83
- Traffic UTC - 681
- Traffic Accidents – 70
- Reports - 354

II. COMMUNITY SERVICES

07/16/2010 Escort Baseball Team
07/17/2010 God's Glory Ministries - Walk/Run back to School
07/28/2010 Wildwood Elementary tour PD
08/04/2010 God's Glory Ministries – Holiday Program
08/05/2010 Red, White, Blue BBQ – Det. Sgt. Poitevent
08/07/2010 God's Glory Ministries – School Bash
08/20/2010 Created Facebook page for Wildwood Police Department
08/31/2010 Meeting at Central Florida Community College
08/31/2010 Teen Court Meeting
09/08/2010 Mission Oaks Safety for Seniors
09/16/2010 Meeting at Central Florida Community College
09/18/2010 Outokumpu Company picnic – Child fingerprints
09/30/2010 Guest Speaker Lecanto CFC

III. PERSONNEL STATUS

- New Employees
Tracy Cuba – support staff
- Training
Capt. Valention certified Taser Instructors
Sgt. O'Neill certified Taser instructors
Officer Kelly/T. Cuba CodeTrak

IV. GRANTS

08/04/2010 Closed Federal JAG grant
Closed State JAG grant
09/16/2010 Walmart Grant \$500

V. EQUIPMENT

-
- Acquired light trailers – these are up and operation for use amongst the City departments
 - Received M26 surplus Taser accessories from Orange County Sheriff's Office

3. NEW BUSINESS – ACTION REQUIRED

a. MINUTES

1. Minutes of Regular Meeting held on September 28th, 2010 (Attachments – Staff recommends approval)

b. ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE)

1. First reading of Ordinance No. O2010-21, an ordinance proposing a small scale land use amendment for Lenard Powell Properties, LLC (Attachments – Staff Recommends Approval)
2. First reading of Ordinance No. O2010-22, an ordinance proposing a small scale land use amendment for The Villages of Lake-Sumter, Inc. (Attachments – Staff Recommends Approval)
3. First reading of Ordinance No. O2010-24, an ordinance proposing a small scale land use amendment for Kelly and Stephanie Lenhart (Attachments – Staff Recommends Approval)

c. RESOLUTIONS FOR APPROVAL:

1. None

d. APPOINTMENTS

1. None

e. CONTRACTS AND AGREEMENTS

1. Discussion/Approval requested for the Lease Agreement with Dixie Youth Baseball regarding the storage building at Millennium Park (Attachment – Staff Recommends Approval)
2. Discussion/Approval requested for the Fire Station 33 (Coleman) Utility Agreement between the City of Wildwood and Sumter County (Attachments – Board Option)

f. FINANCIAL

1. Bills for Approval (Attachments – Staff Recommends Approval)
2. Selection of best quote for the Boundary Survey of the future police headquarters (Attachments – Staff Recommends Approval)

g. GENERAL ITEMS FOR CONSIDERATION

1. Discussion/approval of road closures for Wildwood High School Homecoming Parade (Attachments – Board Option)
2. Discussion/approval for staff to seek quotes from Professional Engineers to evaluate City Hall HVAC (Attachments– Staff Recommends Approval)

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
REGULAR MEETING
SEPTEMBER 28, 2010 – 7:00 P.M.

The City Commission of the City of Wildwood, Florida met in Regular session September 28, 2010, at 7:00 p.m.

Present were: Mayor Pro tem Allen; Commissioners Bivins and Strickland. Also present were: City Manager Smith, City Clerk Jacobs, City Attorney Blair, Assistant City Clerk Roberts, Police Chief Reeser, AVT Law, Development Services Director Peavy, Project Planner Grimm, Wastewater Director Bennett, and Public Works Director Kornegay.

1. TIMED ITEMS AND PUBLIC HEARINGS

7:00 PM

a. PUBLIC HEARING

- (1) (Review) STATE REQUIREMENTS reference the Hearing Procedures and the required Ad for the newspaper (Attachments)
- (2) OPEN MEETING for Public Hearing on the following:
- (3) Resolution No. R2010-29 – Adopting FINAL Millage Rate for the 2010-2011 Fiscal year (Attachment – Board Option)

No Public comments received. CM Smith – Millage is going from 4.175 to 4.2145 that is a slight increase of .0395, and is considered the adjusted rollback rate. CC Jacobs noted that final operating millage rate is 4.2145, which is greater than the roll back rate 4.1016 by a total of 2.75%.

Motion by Commissioner Strickland, Second by Commissioner Bivins that Resolution No. R2010-29: A Resolution Of The City Of Wildwood, Florida Adopting The Final Levying Of Ad Valorem Taxes For City Of Wildwood, Florida; Providing For An Effective Date be adopted. Motion carried by unanimous vote.

- (4) Resolution No. R2010-30 – Adopting FINAL Budget for the 2010-2011 Fiscal year (Attachment – Board Option)

No Public comments received. CM Smith – budget is 2.458 million less than last year, but that is due to consolidation and privatization of some departments to make sure we are maintaining the financial viability of the City and making sure the quality of life and level of services is maintained by the residents and customers.

Motion by Commissioner Bivins, second by Commissioner Strickland that Resolution No. R2010-30: A Resolution of the City of Wildwood, Florida adopting the final budget for Fiscal Year 2011; providing for an effective date be adopted. Motion carried by unanimous vote.

- c. SAC (Subdivision Advisory Committee) recommendation for Triumph South (Attachment – Staff Recommends Approval)

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DSD Peavy, Greg Beliveau and Michael Mills were sworn in by Attorney Blair. Public Hearing opened. No comments received.

DSD Peavy – Triumph South is going through the Committee review process. Went through preliminary plat approval and has been through SAC approval of Step II. 70 single family residential lots and 40 condo units off 462. Plat has been reviewed by the City engineer and by staff. SAC recommended approval. CM Smith – the developer met with the property owners and amended their plans to hopefully accommodate their concerns. Michael Mills – indicated the property owners are good with changes the developer has made to the plat, still have concern about traffic that may be dealt with through other development.

Motion by Commissioner Bivins, second by Commissioner Strickland to approve the recommendation of the Subdivision Advisory Committee regarding Triumph South. Motion carried by unanimous vote.

3.e. 1) Review/approval of Triumph South Developer's Agreement (Attachment – Staff Recommends Approval)

Motion by Commissioner Strickland, second by Commissioner Bivins to accept the Developer's Agreement of Triumph South. Motion carried by unanimous vote.

b. Ordinance No. O2010-18, an ordinance providing the COW Police Department to the authority to act as code inspector for the COW (Attachments – Staff Recommends Approval)

Public Hearing opened. Jay Turner asked if this is one officer or are all officers going to be performing code enforcement while on their regular shift. CM Smith – noted this is one officer. No other comments received.

Motion by Commissioner Bivins, second by Commissioner Strickland that O2010-18: An Ordinance Of The City Of Wildwood Florida, Amending Section 2-121, City Of Wildwood Code; Providing The City Of Wildwood Police Department With The Authority To Act As Code Inspector; Providing For Conflict; Providing For An Effective Date

d. Request for a six month extension regarding the O'Dell PUD due to market conditions (Attachments – Staff Recommends Approval)

Motion by Commissioner Bivins, second by Commissioner Strickland to grant extension. Motion carried by unanimous vote.

e. Review/final approval requested for the site plan of the Kangaroo Store/The Pantry, Inc. to be located at CR472/US301 (replaces current store at CR114/US301 disturbed by the US301 road widening) (Attachments – Staff Recommends Approval)

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Motion by Commissioner Bivins, second by Commissioner Strickland to approve SP2010-07-01 as recommended by the Planning & Zoning Board. Motion carried by unanimous vote.

2. REPORTS AND PUBLIC INPUT

▪ SPECIAL PRESENTATION: None at this time

- a. City Manager
Working of Champagne Farms issue with insurance company.
Have talked with property owners along Osceola Avenue and bring back response for consideration.
Working on CDBG grants for the Pitt and Stone, Osceola Avenue and CR 232. Will be brought back at a later date.
- b. City Attorney - None
- c. City Clerk - None
- d. Commission Members - none
- e. Public Forum (10 minute time limit)
Robert Hannah – Saddened and disappointed at the condition of MLK Park. Have brought to City many times and nothing has been done. Bothered by the debris being dumped on the park, poison ivy on the fence, wasp nests, mowing needed, type of fencing, land not cleared. Was told that rocks and asphalt have been moved but it is not gone. Instead of moving it they buried it. Serve with a non-nonsense committee that want to see the children excel and would like for them to have a decent place for them to go. Would like for the City Council to work with them, but it seems like that can't be done. If can't be done then the Council must deal with them because they are here to stay and improve their community.

CM Smith – was informed on Monday of debris. He is always accessible to Mr. Hannah and his organization. The water department had to fix the sidewalk on 466A and they were instructed to dump the concrete at MLK park, which was incorrect. Gene and Ron are in process of cleaning up. Will make sure it is not being buried. Regarding fencing – can only do what funds allow. When more FRDAP and Impact fees are available, can look are better fencing. Will have someone address the wasp nests and poison ivy right away. Tried to call Mr. Hannah today, and would be glad to meet with the group on a monthly basis.

Commissioner Allen requested that when the items are being done that Mr. Hannah be contacted.

Commissioner Strickland – would like to have Parks and Recreation Coordinator to look into covers for lights. Can replace bulbs only to have them knocked out within a few days.

Mr. Hannah – noted they are trying to spread the word that it is our park and as such they are taking steps to insure that everything is being done properly. Have a problem with the comment stated that the bulbs will be knocked out. In a sense you are depicting that our people don't care about their facility.

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Commissioner Strickland – was not talking about just at MLK park but all over the City.

CM Smith – will need to rent a crane to fix the lights, and will be renting one in early November to put up the Christmas decorations.

Norvell Scott, President of Westside Community Corporation Organization. Thanked City Manager for updating group on things they are trying to do for the Westside community. Appreciate that, but feel more could be done at a greater pace. Will hold City accountable for date given to fix the lights. The group does not come to divide the community, but to unify, to work with the City Commission. Will not sit back and allow the Westside community to not be properly taken care of any longer. Committed to the committee, to the City and to the underprivileged. Challenged the Commission to work with them as they want to work with the Commission, and they will no longer sit back and be idle. Asked the Commission to join them during the MLK Celebration weekend to let the Westside community know they are working together for one common goal, and that is to insure that the City of Wildwood is for all the people.

Yvonne Jackson – can barbed wire on fence be removed. CM Smith to check.

Sam Saline, VP of Westside Community Corporation Organization. When City found out that they built a community park on top of a dump and there are issues relating to that fact, someone has to take responsibility. Why did it happen in the first place? Once the City understands someone has to take responsibility for it, please do what is right.

Commissioner Allen – If any way to get grant money will address the concerns.

CM Smith – have applied for FRDAP grant. Aware of the situation and are monitoring. Everything is based on funding.

Jay Turner – reference to lights and comments about lights will be knocked out again – don't be negative, come up with a solution to take care of the problem. As long as citizens paying tax dollars the parks or whatever in the City should be maintained not just for certain citizens but for all.

Commissioner Bivins – on the Parks & Recreation Committee and asked that next meeting City Manager has with group that Jason attend also. Many of these issues have been addressed in the Parks & Recreation meetings and undoubtedly the information is not getting back to the public. Noted that Mr. Hannah's name was submitted to be a part of the Parks & Recreation Committee and if he attends, he would have the information to take back to the Westside committee. He will be able to tell them what Jason Hargrove is looking into, including grants being applied for to be allocated to the park on the Westside. He is not looking to do more for one than the other, but MLK park is being addressed. First Tuesday of every month the meeting is held and he updates the P&R Committee on the status of grants and

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funds. As soon as the funds are available, she can guarantee that Jason will be on top of it. He is looking for the betterment of the entire City – not for just one group or one area of the City. If you are a member of the P&R Committee attend and voice concerns in the meeting. Noted that developments have been pushed back which pushes back the funds coming in to the City. Asked that Mr. Scott and the committee give the City time.

- f. Notes, Reports, and items for the file as attached

3. NEW BUSINESS – ACTION REQUIRED

a. MINUTES

- 1) Minutes of Regular Meeting held on September 14, 2010 (Attachments Staff recommends approval)

Motion by Commissioner Strickland, second by Commissioner Bivins to approve the minutes of September 14, 2010. Motion carried by unanimous vote.

b. ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE)

- 1) Ordinance No. O2010-16 – an ordinance proposing a small scale land use amendment for Quadventure, LLC (Attachments – Staff Recommends Approval)
2) Ordinance No. O2010-17 – an ordinance proposing a small scale land use amendment for the COW future Police Station (Attachments – Staff Recommends Approval)
3) Ordinance No. O2010-19 – an ordinance providing for the voluntary annexation of certain real property contiguous to the city limits of Wildwood (Lenard Powell Prop, LLC) (see also Ord. O2010-20) (Attachments – Staff Recommends Approval)
4) Ordinance No. O2010-20 – an ordinance providing for the voluntary annexation of certain real property contiguous to the city limits of Wildwood (The Villages of Lake-Sumter, Inc.) (see also Ord. O2010-19) (Attachments – Staff Recommends Approval)

Commissioner Allen read O2010-16, O2010-17, O2010-19, and O2010-20 by title only on first reading.

c. RESOLUTIONS FOR APPROVAL:

- 1) Resolution No. R2010-31, a resolution amending the COW personnel policies (Section 7.3.D.1) (Attachments – Staff Recommends Approval)

Motion By Commissioner Strickland, Second By Commissioner Bivins That Resolution No. R2010-31: A Resolution Of The City Commission Of The City Of Wildwood, Florida Amending Section 7.3, D., 1, Of The City Of Wildwood Personnel Policies And Procedures; Providing For An Effective Date: be adopted. Motion carried by unanimous vote.

- 2) Resolution No. R2010-32, Wastewater Department – purchase and replacement of bearings to Oxidation Ditch - #1 (Attachments – Staff Recommends Approval)

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Motion by Commissioner Strickland, second by Commissioner Bivins that Resolution No. R2010-32: A Resolution of the City Commission of the City of Wildwood, Florida, finding a sole source purchasing and replacement opportunity for the failed bearings in oxidation ditch #1 at the City's Wastewater Treatment Plant; providing that the existence of the sole source has been documented by the City; providing for an effective date: be adopted. Motion carried by unanimous vote.

3) Resolution No. R2010-33, Wastewater Department – purchase/repair and reinstallation of turbine in Oxidation Ditch - #4 (Attachments – Staff Recommends Approval)

Motion by Commissioner Bivins, second by Commissioner Strickland that Resolution No. R2010-33: A Resolution of the City Commission of the City of Wildwood, Florida, finding a sole source purchase and repair opportunity relative to the reinstallation of the turbine in oxidation ditch #4 at the City's Wastewater Treatment Plant; providing that the existence of the sole source has been documented by the City; providing for an effective date: be adopted. Motion carried by unanimous vote: be adopted. Motion carried by unanimous vote.

d. APPOINTMENTS
None

e. CONTRACTS AND AGREEMENTS
2) Review/approval of WRPC agreement for services, if needed, for FY2010-11 (Attachments – Staff Recommends Approval)

Motion by Commissioner Strickland, second by Commissioner Bivins to approve WRPC agreement for services, if needed. Motion carried by unanimous vote.

f. FINANCIAL
1) Bills for Approval (Attachments – Staff Recommends Approval)
Motion by Commissioner Strickland, second by Commissioner Bivins to approve payment of bills. Motion carried by unanimous vote.
2) Selection/Approval of quote for the CR127 Reuse Line Bores – RE: Triumph South (Mizzi Project) (Attachments – Staff Recommends Approval)

Motion by Commissioner Strickland, second by Commissioner Bivins to select and approve quote from Oxford Pipe. Motion carried by unanimous vote.

3) Approval requested from Public Works Director on the quotes for re-roofing of the Senior Services Center on 4th Street (Attachment – Staff Recommends Approval)

Motion by Commissioner Strickland, second by Commissioner Bivins to approve quote from Bowles accepting the architectural shingles. Motion carried by unanimous vote.

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- 4) Selection of quote for repairs to AC unit within the WWT-Plant (Attachments – Staff Recommends Approval)

Motion by Commissioner Bivins, second by Commissioner Strickland to approve quote from Sumter Air & Heat. Motion carried by unanimous vote.

g. GENERAL ITEMS FOR CONSIDERATION

- 1) Approve the appointment of Poll Workers for the December 7, 2010 Special Referendum Election(Attachment - Staff Recommends Approval)

Motion by Commissioner Bivins, second by Commissioner Strickland to approve the list of Poll Workers. Motion carried by unanimous vote.

- 2) Review/approval of the U.F. Bureau of Business & Economic Research estimates for the population projection for the City of Wildwood (Attachments – Board Option)

Motion by Commissioner Strickland, second by Commissioner Bivins to accept the population projection of 5200 from the UF Bureau of Business & Economic Research. Motion carried by unanimous vote.

- 3) FY09-10 Budget Amendments (Attachments)

Motion by Commissioner Bivins, second by Commissioner Strickland to approve the final budget amendment for FY2009-2010. Motion carried by unanimous vote.

- 4) Review/consideration regarding FDEP's offer to purchase property owned by the agency on High Street (Attachments – Staff Recommends Approval)

Motion by Commissioner Bivins, second by Commissioner Strickland to approve acquisition of lot from FDEP. Motion carried by unanimous vote.

4. ADJOURN:

Upon a motion by Commissioner Bivins, second by Commissioner Strickland the meeting adjourned.

S E A L

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

ATTEST: _____
Joseph Jacobs, City Clerk

Ronald B. Allen, Mayor Pro Tem

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

02010-21

SUBJECT: Small Scale Future Land Use Map Amendments/Lenard Powell Prop., LLC & Villages of Lake-Sumter, Inc.

REQUESTED ACTION: Small Scale Future Land Use Map Amendments from County "Mixed Use" and City "Recreation" To "The Villages of Wildwood DRI" and from County "Mixed Use" and "Medium Density Residential" and City "Recreation" to "The Villages of Wildwood DRI" on approximately 4.7 acres. (Portions of Parcels G08=060, G08=018 and G08=020)

☐ Work Session (Report Only)
☐ Regular Meeting

DATE OF MEETING: 10/11/2010
☐ Special Meeting

CONTRACT: ☐ N/A
Effective Date: _____
Managing Division / Dept: _____

Vendor/Entity: _____
Termination Date: _____

BUDGET IMPACT:

☐ Annual
☐ Capital
☐ N/A

FUNDING SOURCE: _____

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

Case Numbers CP 1009-02 and CP 1009-05 were considered by the Planning & Zoning Board/Special Magistrate on October 5, 2010.

The applicant seeks final approval from the City Commission for small scale future land use map amendments on approximately 4.7 acres.

The 1.12+/- acre subject parcel was scheduled to be annexed by the City Commission on October 11, 2010 and is seeking a Small Scale Future Land Use Map amendment from Sumter County "Mixed Use" and "Medium Density Residential" and City "Recreation" to City "The Villages of Wildwood DRI".

The 3.59+/- acre subject parcel was scheduled to be annexed by the City Commission on October 11, 2010 and is seeking a Small Scale Future Land Use Map amendment from Sumter County "Mixed Use" and City "Recreation" to City "The Villages of Wildwood DRI".

The applicant has submitted a Notice of Proposed Change (NOPC) with the intent to include this piece of property into The Villages of Wildwood Development of Regional Impact (DRI). The applicant is not seeking additional entitlements on The Villages of Wildwood DRI; however, a future land use map amendment is necessary so that this property may be included within the DRI. The attached maps illustrate the subject parcel's location, existing and proposed Future Land Use Map designations, and the existing designations within the vicinity.

Staff believes a Future Land Use Map designation of "The Villages of Wildwood DRI" is appropriate

because the amendment would simply allow for the contiguous development of The Villages of Wildwood DRI up the Powell Road (formerly CR 139) and CR 44A intersection without increasing the amount of development already approved within the project.

The Special Magistrate recommended approval of the small scale land use amendments and favorable recommendation of Ordinances #O2010-21 and O2010-22 to the City Commission.

Thank you.

Melanie Peavy
Development Services Director

ORDINANCE NO. O2010-21

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA;
PROPOSING A SMALL SCALE LAND USE AMENDMENT
TO THE ADOPTED LOCAL COMPREHENSIVE PLAN AND
FUTURE LAND USE MAP IN ACCORDANCE WITH THE
GROWTH MANAGEMENT ACT OF 1985, AS AMENDED;
PROVIDING FOR CODIFICATION; PROVIDING FOR
CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Wildwood, Florida, is proposing to amend the local Comprehensive Plan and Future Land Use Map of said City, to include land use amendment described as follows, to-wit:

Lenard Powell Prop. LLC
Parcels 4, 5, and 6
Containing 1.12 acres +/-

LEGAL DESCRIPTION

THAT LAND LYING IN SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8 RUN N00°29'25"E, ALONG THE EAST LINE THEREOF A DISTANCE OF 611.79 FEET; THENCE DEPARTING SAID EAST LINE, N65°09'05"W, 124.92 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8 AND THE BOUNDARY OF THAT LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2131, PAGE 399, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING COURSES: N65°09'05"W, 362.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N65°09'05"W, 185.00 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY OF COUNTY ROAD 139 AS RECORDED IN OFFICIAL RECORDS BOOK 2088, PAGE 193, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID BOUNDARY AND ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY THE FOLLOWING COURSES, S25°04'43"W, 239.29 FEET; THENCE S19°25'59"E, 39.56 FEET TO THE NORTHERLY RIGHT-OF-WAY OF C-44A ACCORDING TO THE RIGHT-OF-WAY MAP ON FILE IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, IN MAP BOOK 4, PAGE 117; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY AND ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING COURSES: S65°35'30"E, 10.02 FEET; THENCE N71°31'02"E, 3.69 FEET; THENCE S65°09'05"E, 144.58 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, N25°04'43"E, 265.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 1.12 ACRES, MORE OR LESS.

This property is to be reclassified from City comprehensive plan category "Recreation", County comprehensive plan category "Mixed Use" and "Medium Density Residential" to City comprehensive plan category "The Villages of Wildwood DRI".

AND WHEREAS, the City is also proposing to amend the Future Land Use Map to include Future land use of property that shall pertain and be applicable to said amendment.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, by the City Commission of Wildwood, Florida, as follows:

SECTION 1. The adopted local Comprehensive Plan and Future Land Map for the City of Wildwood, Florida, are hereby amended to include the above-referenced property and proposed land use amendment as indicated above. The amendment to the Future Land Use and Zoning Maps are attached hereto and incorporated herein by reference.

SECTION 2. With the recommendations of the City Commission, the proposed land use amendment is hereby transmitted by the City Commission to the Florida Department of Community Affairs.

SECTION 3. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 4. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a Court or competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

SECTION 5. This ordinance shall take effect upon its final reading by the City Commission of the City of Wildwood.

DONE AND ORDAINED this _____ day of _____, 2010, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

First Reading: _____
Second Reading: _____

3. NEW BUSINESS - ACTION REQUIRED
b. ORDINANCES - 1ST READ ONLY (NO VOTE)
(1) First reading of Ordinance No. 02010-21, an ordinance proposing a small scale land use amendment for Lenard Powell Properties, LLC



Sumter County BOCC - GIS
BOCC - Bushnell, FL 33513 | 352-793-0200

Parcel ID: G08=060
LENARD POWELL PROPERTIES LLC
4418 CR 124A WILDWOOD, FL 34785
Street: 4856 C-44A
S/T/R: 08/19/23 FROM SE COR OF NE 1/4 OF SE 1/4 RUN N 00 DEG 29'25" E 611.79 FT N 65 DEG 09'05" W 124.92 FT N 65 DEG 09'05" W
Sales

11/1/2009	2136/005	Vacant	\$20,000.00
5/1/2006	1584/211	Improved	\$150,000.00

NOTES:



This information was derived from data which was compiled by the Sumter County BOCC - GIS. This information should not be relied upon by anyone as a determination of the ownership of property, legal boundary representation, or market value. The map image is not a survey and shall not be used in any Title Search or any official capacity. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. This information was last and may not reflect the data currently on file at our office.

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Wildwood, Florida

Small Scale Comprehensive Plan Amendment
Existing Land Use
Lenard Powell Prop LLC

Wildwood
Community Center

Lenard Powell Prop LLC
Parcel: G08=060

C-44A

CR 139

Legend

- Lenard Powell Prop LLC
- Wildwood City Boundary
- Roads

Wildwood Future Land Use

- Recreation
- The Villages of Wildwood DRI

Sumter County Future Land Use

- Low Density Residential: Two units per acre
- Mixed Use Overlay-subject to restrictions
- Mixed Use: subject to Development Order



0 75 150 300 Feet

Wildwood, Florida

Small Scale Comprehensive Plan Amendment
Proposed Land Use
Lenard Powell Prop LLC

Lenard Powell Prop LLC
Parcel: G08=060


Wildwood
Community Center

C-44A

CR 139

Legend

 Lenard Powell Prop LLC

 Wildwood City Boundary

 Roads


Wildwood Future Land Use

 Recreation

 The Villages of Wildwood DRI

Sumter County Future Land Use

 Low Density Residential: Two units per acre

 Mixed Use Overlay-subject to restrictions

 Mixed Use: subject to Development Order



0 75 150 300 Feet

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: **Small Scale Future Land Use Map Amendments/Lenard Powell Prop., LLC & Villages of Lake-Sumter, Inc.** 02010-22

REQUESTED ACTION: ~~Small Scale Future Land Use Map Amendments from County "Mixed Use" and City "Recreation" To "The Villages of Wildwood DRI" and from County "Mixed Use" and "Medium Density Residential" and City "Recreation" to "The Villages of Wildwood DRI" on approximately 4.7 acres. (Portions of Parcels G08=060, G08=018 and G08=020)~~

☐ Work Session (Report Only)
☐ Regular Meeting

DATE OF MEETING: 10/11/2010
☐ Special Meeting

CONTRACT: ☐ N/A
Effective Date: _____
Managing Division / Dept: _____

Vendor/Entity: _____
Termination Date: _____

BUDGET IMPACT:

☐ Annual
☐ Capital
☐ N/A

FUNDING SOURCE: _____

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

Case Numbers CP 1009-02 and CP 1009-05 were considered by the Planning & Zoning Board/Special Magistrate on October 5, 2010.

The applicant seeks final approval from the City Commission for small scale future land use map amendments on approximately 4.7 acres.

The 1.12+/- acre subject parcel was scheduled to be annexed by the City Commission on October 11, 2010 and is seeking a Small Scale Future Land Use Map amendment from Sumter County "Mixed Use" and "Medium Density Residential" and City "Recreation" to City "The Villages of Wildwood DRI".

The 3.59+/- acre subject parcel was scheduled to be annexed by the City Commission on October 11, 2010 and is seeking a Small Scale Future Land Use Map amendment from Sumter County "Mixed Use" and City "Recreation" to City "The Villages of Wildwood DRI".

The applicant has submitted a Notice of Proposed Change (NOPC) with the intent to include this piece of property into The Villages of Wildwood Development of Regional Impact (DRI). The applicant is not seeking additional entitlements on The Villages of Wildwood DRI; however, a future land use map amendment is necessary so that this property may be included within the DRI. The attached maps illustrate the subject parcel's location, existing and proposed Future Land Use Map designations, and the existing designations within the vicinity.

Staff believes a Future Land Use Map designation of "The Villages of Wildwood DRI" is appropriate

because the amendment would simply allow for the contiguous development of The Villages of Wildwood DRI up the Powell Road (formerly CR 139) and CR 44A intersection without increasing the amount of development already approved within the project.

The Special Magistrate recommended approval of the small scale land use amendments and favorable recommendation of Ordinances #O2010-21 and O2010-22 to the City Commission.

Thank you.

Melanie Peavy
Development Services Director

ORDINANCE NO. O2010-22

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA;
PROPOSING A SMALL SCALE LAND USE AMENDMENT
TO THE ADOPTED LOCAL COMPREHENSIVE PLAN AND
FUTURE LAND USE MAP IN ACCORDANCE WITH THE
GROWTH MANAGEMENT ACT OF 1985, AS AMENDED;
PROVIDING FOR CODIFICATION; PROVIDING FOR
CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Wildwood, Florida, is proposing to amend the local
Comprehensive Plan and Future Land Use Map of said City, to include land use
amendment described as follows, to-wit:

Villages of Lake-Sumter INC.
Containing 3.59 acres +/-

LEGAL DESCRIPTION

THAT LAND LYING IN SECTION 8 AND 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST,
SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST
1/4 OF SAID SECTION 8 RUN N00°29'25"E, ALONG THE EAST LINE THEREOF A
DISTANCE OF 317.95 FEET TO THE NORTHERLY RIGHT-OF-WAY OF C-44A
ACCORDING TO THE RIGHT-OF-WAY MAP ON FILE IN THE PUBLIC RECORDS OF
SUMTER COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE
DEPARTING SAID EAST LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY
THE FOLLOWING COURSES: N57°12'30"W, 18.62 FEET; THENCE N65°08'45"W,
55.69 FEET; THENCE N64°55'26"W, 27.20 FEET; THENCE N65°09'05"W, 508.22
FEET TO THE EASTERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL
RECORDS BOOK 2136, PAGE 5, PUBLIC RECORDS OF SUMTER COUNTY,
FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND ALONG
SAID EASTERLY BOUNDARY, N25°04'43"E, 265.00 FEET TO THE NORTH
BOUNDARY OF THAT LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2131,
PAGE 399, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE
DEPARTING SAID EASTERLY BOUNDARY AND ALONG SAID NORTH BOUNDARY
AND THE SOUTHEASTERLY EXTENSION THEREOF S65°09'05"E, 530.62 FEET;
THENCE DEPARTING THE SOUTHEASTERLY EXTENSION OF SAID NORTH
BOUNDARY, S00°57'59"W, 295.85 FEET TO SAID NORTHERLY RIGHT-OF-WAY OF
C-44A; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING
COURSES: N65°02'56"W, 21.89 FEET; THENCE N57°12'30"W, 20.22 FEET TO THE
POINT OF BEGINNING.

CONTAINING 3.59 ACRES, MORE OR LESS.

This property is to be reclassified from County comprehensive plan category “Mixed Use” and City comprehensive plan category “Recreation” to City comprehensive plan category “The Villages of Wildwood DRI”.

AND WHEREAS, the City is also proposing to amend the Future Land Use Map to include Future land use of property that shall pertain and be applicable to said amendment.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, by the City Commission of Wildwood, Florida, as follows:

SECTION 1. The adopted local Comprehensive Plan and Future Land Map for the City of Wildwood, Florida, are hereby amended to include the above-referenced property and proposed land use amendment as indicated above. The amendment to the Future Land Use and Zoning Maps are attached hereto and incorporated herein by reference.

SECTION 2. With the recommendations of the City Commission, the proposed land use amendment is hereby transmitted by the City Commission to the Florida Department of Community Affairs.

SECTION 3. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 4. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a Court or competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

SECTION 5. This ordinance shall take effect upon its final reading by the City Commission of the City of Wildwood.

DONE AND ORDAINED this _____ day of _____, 2010, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

First Reading: _____
Second Reading: _____

3. NEW BUSINESS – ACTION REQUIRED
b. ORDINANCES – 1ST READ ONLY (NO VOTE)
(2) Ordinance No. 02010-22 – an ordinance proposing
a small scale land use amendment for The Villages of
Lake-Sumter, Inc.



Sumter County BOCC - GIS
BOCC - Bushnell, FL 33513 | 352-793-0200

Parcel ID: **G08=020**
THE VILLAGES OF LAKE-SUMTER
1020 LAKE SUMTER LNDG THE VILLAGES, FL 32162
Street: 6342 POWELL RD
S/T/R: 08/19/23 S1/2 OF NE1/4 OF SE1/4 LYING N OF SAL R/W LESS OLD STATE ROAD 44 R/W LESS BEG AT NW COR OF E1/2 OF S1/2 OF NE1/4 OF SE1/4
Sales

10/1/2009	2131/399	Vacant	\$25,000.00
3/1/2003	1054/164	Vacant	\$120,000.00

NOTES:



This information was derived from data which was compiled by the Sumter County BOCC - GIS. This information should not be relied upon by anyone as a determination of the ownership of property, legal boundary representation, or market value. The map image is not a survey and shall not be used in any Title Search or any official capacity. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. This information was last and may not reflect the data currently on file at our office.

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Wildwood, Florida

Small Scale Comprehensive Plan Amendment
Existing Land Use
The Villages of Lake-Sumter Inc.




Wildwood
Community Center

The Villages of Lake-Sumter
Parcel: G08=020



C-44A

CR 139




Legend

-  The Villages of Lake-Sumter Inc.
-  Wildwood City Boundary
-  Roads

Wildwood Future Land Use

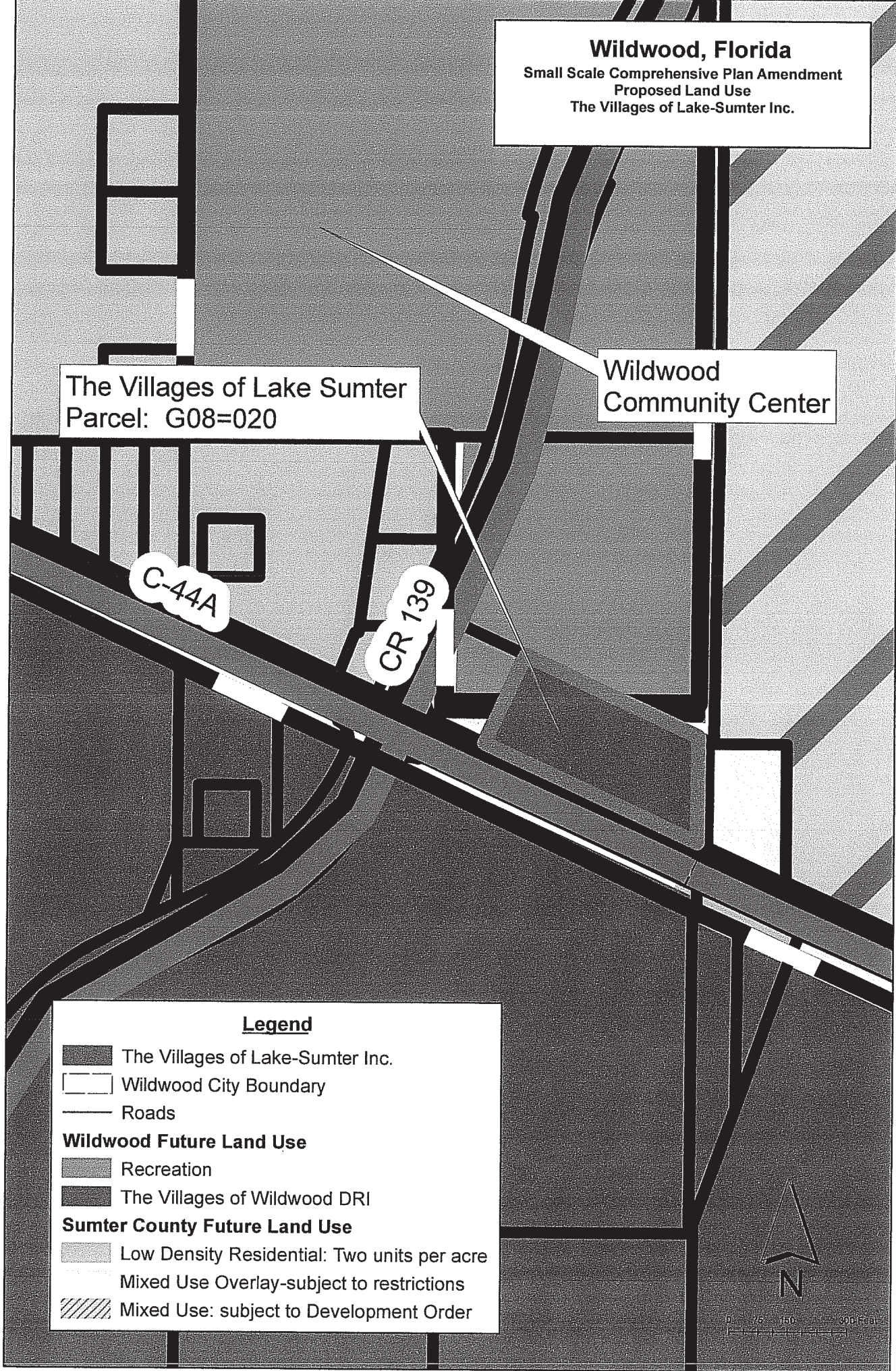
-  Recreation
-  The Villages of Wildwood DRI

Sumter County Future Land Use

-  Low Density Residential: Two units per acre
-  Mixed Use Overlay-subject to restrictions
-  Mixed Use: subject to Development Order



0 75 150 300 Feet



CITY COMMISSION OF THE CITY OF WILDWOOD

3. NEW BUSINESS – ACTION REQUIRED
b. ORDINANCES – 1ST READ ONLY (NO VOTE)
#1 Ordinance No. O2010-24 – an ordinance proposing a small scale land use amendment for Kelly and Stephanie Lenhart

EXECUTIVE SUMMARY

SUBJECT: Parcel Number D32=148

Ordinance O2010-24

REQUESTED ACTION:

☐ Work Session (Report Only)
☒ Regular Meeting

DATE OF MEETING: 10/11/2010
☐ Special Meeting

CONTRACT:

☐ N/A
Effective Date: _____
Managing Division / Dept: _____

Vendor/Entity: _____
Termination Date: _____

BUDGET IMPACT: _____

☐ Annual
☐ Capital
☒ N/A

FUNDING SOURCE: _____
EXPENDITURE ACCOUNT: _____

N/A

HISTORY/FACTS/ISSUES:

On September 8, 2008 the City Commission adopted Ordinance No. 613 pertaining to a Small Scale Future Land Use Map Amendment for parcel number D32=148 from "Industrial" to "Commercial". However, it has come to our attention that the amendment was not advertised for properly.

The Small Scale Future Land Use Map Amendment has since been assigned a new Ordinance number (Ordinance No.O2010-24).

Staff suggests approval of Ordinance #02010-24 as the Commission previously approved the amendment under Ordinance No. 613. Should the commission choose to approve the ordinance, it will be forwarded to the Department of Community Affairs for final approval.

Melanie Peavy
Development Services Director

ORDINANCE NO. O2010-24

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA;
PROPOSING A SMALL SCALE LAND USE AMENDMENT
TO THE ADOPTED LOCAL COMPREHENSIVE PLAN AND
FUTURE LAND USE MAP IN ACCORDANCE WITH THE
GROWTH MANAGEMENT ACT OF 1985, AS AMENDED;
PROVIDING FOR CODIFICATION; PROVIDING FOR
CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Wildwood, Florida, is proposing to amend the local Comprehensive Plan and Future Land Use Map of said City, to include land use amendment described as follows, to-wit:

Kelly and Stephanie Lenhart
Parcel Number D32=148

A parcel of land lying in the southwest 1/4 of the northwest 1/4 of section 32, township 18 south, range 23 east, Sumter County, Florida, and lying westerly of C.S.X. transportation, inc. westerly right of way line, and being a portion of those lands described in official records book 1262, page 723, public records of Sumter County, Florida, being more particularly described as follows:

From the northwest corner of said northwest 1/4 of the southwest 1/4 of section 32, run thence N89°57'18"E along the north line thereof, a distance of 399.16 feet to those lands described in official records book 1262, page 723, public records of Sumter County, Florida; thence, along said lands the following (3) courses: run N89°57'18"E, 52.06 feet; thence N13°16'25"E, 207.43 feet to the point of beginning; thence continue along said lands N13°16'25"E, 511.24 feet; thence, departing said lands, S89°59'03"E, 215.75 feet to the westerly right-of-way line of C.S.X. transportation, inc. railroad right-of-way, said right of way line being 50.00 feet from the centerline of the main line tracks, said line being also the easterly line of the aforescribed lands; thence, along said westerly right-of-way line and said easterly line of said lands, run S13°16'25"W, 511.01 feet; thence, departing said right-of-way and departing said lands, run S89°57'18"W, 215.80 feet to the point of beginning.

Together with and subject to a 60.00 feet wide non-exclusive ingress and egress and drainage and utility easement as to that portion of the following described easement lying north of the south boundary of above described parcel:

Commence at the southwest corner of the southwest 1/4 of the northwest 1/4 of section 32, township 18 south, range 23 east, Sumter

County, Florida, thence run N00°07'59"E, along the west line of said southwest 1/4 of the northwest 1/4, a distance of 700.00 feet; thence run S89°59'11"E, a distance of 250.00 feet; thence run N00°07'59"E, a distance of 558.32 feet to the south right-of-way line of highway C-462 (66.00 feet wide right-of-way); thence, continue N00°07'59"E, a distance of 61.67 feet to the north line of said southwest 1/4 of the northwest 1/4; thence run S89°59'11"E, along said north line, a distance of 725.11 feet to a point 50.00 feet west of and perpendicular to the centerline of the main line tracks of C.S.X. transportation, inc.; thence run S13°16'17"W, parallel to the above said centerline of the main line tracks, a distance of 39.09 feet to the south right-of-way line of highway C-462 for a point of beginning; thence continue S13°16'17"W, parallel to said main line tracks, a distance of 1316.31 feet to the south line of the southwest 1/4 of the northwest 1/4 of said section 32; thence, continue S13°16'17"W, parallel to said main line tracks, a distance of 209.23 feet; thence run S89°57'10"W, a distance of 61.66 feet to a point 110.00 feet west of and perpendicular to the centerline of said main line tracks; thence N13°16'17"E, parallel to said main line tracks, a distance of 209.23 feet to the aforesaid south line of the southwest 1/4 of the northwest 1/4; thence continue N13°16'17"E, parallel to said main line tracks, a distance of 1314.27 feet to the south right-of-way line of highway C-462; thence N88°07'29"E, along said right-of-way line a distance of 62.16 feet to the point of beginning.

Containing 2.46 acres, more or less.

This property is to be reclassified from City comprehensive plan category "Commercial" to City comprehensive plan category "Industrial."

AND WHEREAS, the City is also proposing to amend the Future Land Use Map to include future land use of property that shall pertain and be applicable to said amendment.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, by the City Commission of Wildwood, Florida, as follows:

SECTION 1. The adopted local Comprehensive Plan and Future Land Map for the City of Wildwood, Florida, are hereby amended to include the above-referenced property and proposed land use amendment as indicated above. The amendment to the Future Land Use Map is attached hereto and incorporated herein by reference.

SECTION 2. With the recommendations of the City Commission, the proposed land use amendment is hereby transmitted by the City Commission to the Florida Department of Community Affairs.

SECTION 3. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 4. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a Court or competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

SECTION 5. This ordinance shall take effect upon its final reading by the City Commission of the City of Wildwood.

DONE AND ORDAINED this ____ day of _____, 2010, by the City Commission of the City of Wildwood, Florida.

SEAL

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

First Reading: _____

Second Reading: _____

Approved as to form:

Jerri A. Blair, City Attorney



1 inch = 1,000 feet

Wildwood, Florida

Small Scale Comprehensive Plan Amendment

Existing Land Use

US 301

D32=148

CR 462

- Legend**
- | | |
|------------------------------------------|-------------------------------------------------|
| County Boundary | Summer County FLU |
| Wildwood City Boundary | Agricultural: one unit per ten acres |
| D32=148 | Conservation |
| Major Roadways | Rural Residential: one unit per acre |
| Wildwood FLU | Low Density Residential: Two units per acre |
| Agricultural - 5 | Medium Density Residential: Four units per acre |
| Agricultural - 10 | High Density Residential: Six units per acre |
| Conservation | Commercial |
| Recreation | Industrial |
| Low Density Residential | Municipalities |
| Low Medium Density Residential | Public, Institutional, Educational |
| Medium Density Residential | Recreation |
| High Density Residential | Mixed Use Overlay-subject to restrictions |
| Residential, Institutional, Office | Mixed Use: subject to Development Order |
| Residential Mixed Use | NULL |
| Mobile Home Park | |
| Public Facilities | |
| Commercial | |
| Industrial | |
| Oxford Neighborhood Mixed Use | |
| Oxford Residential Mixed Use | |
| Oxford Neighborhood Commercial | |
| Central Mixed Use | |
| Commercial Center Mixed Use | |
| Employment Center Neighborhood Mixed Use | |
| Business Park Mixed Use | |
| South Wildwood Neighborhood Mixed Use | |
| Wildwood Springs DRI | |
| Landstone DRI | |
| The Villages of Wildwood DRI | |



1 inch = 1,000 feet

Wildwood, Florida

Small Scale Comprehensive Plan Amendment

Proposed Land Use

US 301

D32=148

CR 462

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">County BoundaryWildwood City BoundaryD32=148Major RoadwaysWildwood FLU<ul style="list-style-type: none">Agricultural - 5Agricultural - 10ConservationRecreationLow Density ResidentialLow Medium Density ResidentialMedium Density ResidentialMedium High Density ResidentialHigh Density ResidentialResidential, Institutional, OfficeResidential Mixed UseMobile Home ParkPublic FacilitiesCommercialIndustrialOxford Neighborhood Mixed UseOxford Residential Mixed UseOxford Neighborhood CommercialCentral Mixed UseCommercial Center Mixed UseEmployment Center Neighborhood Mixed UseBusiness Park Mixed UseSouth Wildwood Neighborhood Mixed UseWildwood Springs DRILandstone DRIThe Villages of Wildwood DRI | <p>Legend</p> <p>Sumter County FLU</p> <ul style="list-style-type: none">Agricultural: one unit per ten acresConservationRural Residential: one unit per acreLow Density Residential: Two units per acreMedium Density Residential: Four units per acreHigh Density Residential: Six units per acreCommercialIndustrialMunicipalitiesPublic, Institutional, EducationalRecreationMixed Use Overlay-subject to restrictionsMixed Use: subject to Development OrderNULL |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

CITY OF WILDWOOD, FLORIDA

MEMORANDUM

Jason Hargrove, Parks & Recreation Coordinator

100 North Main Street, Wildwood, FL. 34785

(352) 330-1330 x114

Jhargrove-wildwood@cfl.rr.com

Attention: Robert Smith, City Manager

Date: 9/17/10

Subject: Dixie Youth Baseball-Storage Building



Mr. Smith,

Attached is a Lease Agreement that was reviewed and returned to me by the City Attorney regarding the use of the storage building at the Millennium Park Baseball Fields. Please review and if you have any questions or concern please see me. If no questions or concerns, I would like to add to the agenda for the next Commission Meeting so the Commissioners could review.

Respectfully,

A handwritten signature in black ink, appearing to read "J. Hargrove". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jason Hargrove
Parks & Recreation Coordinator
City of Wildwood

LEASE AGREEMENT

THIS LEASE, made and entered into the ____ day of _____, 200__, by and between the CITY OF WILDWOOD, FLORIDA, a Florida municipal corporation, hereinafter called the City, and WILDWOOD DIXIE YOUTH BASEBALL LEAGUE, hereinafter called "WDYBL":

WITNESSETH:

The City hereby leases to WDYBL the storage building located at Millennium Park Baseball Fields, Wildwood, Florida, as indicated below under the terms and conditions set forth below:

1. **TERM.** WDYBL may use the storage building for an indefinite period of time to be determined solely at the discretion of the City. WDYBL shall vacate the building and remove all items if requested by the City within fifteen (15) days of receiving notice by the City that it must vacate.

2. **RENT.** There shall be no rent charged to WDYBL by the City.

3. **USE.** WDYBL shall use the storage building for storing the league's baseball and softball equipment and any other league equipment that is deemed necessary for the WDYBL program(s). WDYBL shall not use the premises in a manner that will in any way threaten the City's property.

WDYBL may not use the storage building for the storing of dangerous containers or dangerous chemicals.

4. **INSURANCE.** WDYBL will be responsible for insuring its own personal property on the premises.

5. **MAINTENANCE.** WDYBL shall maintain the storage building so that it is at all times safe for its intended uses, clean, and in compliance with all applicable codes and ordinances. A failure to maintain the storage building in a safe, clean manner, safe for the intended uses and in compliance with all applicable codes and ordinances, shall constitute a basis for default and shall constitute a basis to terminate this agreement. WDYBL shall have 15 days, after notice, to bring the property into compliance.

6. **ALTERATIONS AND IMPROVEMENTS.**

a. No alterations or improvements to the building shall be made by WDYBL without written permission from the City.

7. **LIENS.** WDYBL shall not have the power or authority to subject the City's property interest to mechanics'; laborers'; materialmens' liens; or liens of any kind against the City's interest in the property, or any other interest in the property, during this Lease.

If such a lien is filed, WDYBL shall cause the premises to be released therefrom within five (5) days of written demand by the City, either by payment in full, or by posting of bond which by law releases the City's interest from the legal effect of such lien. Prior to commencing work, WDYBL shall obtain from any contractor, subcontractor, laborer or materialmen performing work or providing materials for the premises, a waiver of lien whereby such person specifies that he or she will not impose any lien or claim against the real property by reason of the work done or materials provided. Any such work shall be done only under written contract and the City shall have the opportunity to approve such contract before work commences.

8. **INDEMNITY.** WDYBL will indemnify the City, and hold the City harmless, from and against all claims, debts, demands, or obligations which may be made against the City or the City's interest in the premises, excepting only those matters which are the direct and proximate result of the negligence or deliberate acts of the City, its agents, servants or employees, arising out of or in any way connected with WDYBL's use and occupation of the premises. If it becomes necessary for the City to defend any action against it, seeking to impose such liability, WDYBL will pay not only any judgment entered against the City in such proceeding, but also all costs and attorney's fees incurred by the City in its defense of the proceeding. This provision shall not in any way be construed to negate or waive any claim to the sovereign immunity of the City.

9. **NO WAIVER.** No failure by the City to exercise any remedy available to it in the event of a breach of this lease by WDYBL shall be deemed a waiver of any subsequent breach, whether of the same or a different provision of this lease, nor shall it be considered a justification of any subsequent breach by WDYBL.

10. **REMEDIES CUMULATIVE.** The City's remedies under this lease are cumulative, and no one remedy shall be exclusive, in law or equity, of any other rights which the City may have, and the exercise of one right or remedy shall not impair the City's standing to exercise any other right or remedy.

11. **TERMINATION.** Termination shall occur upon conclusion of the initial term of the lease or failure to timely correct a material violation of the lease without reasonable cause.

12. **ASSIGNMENT.** This lease may not be assigned by WDYBL, nor may WDYBL sublet the premises either in whole or in part without written agreement of the City. The City's agreement to allow assignment shall not be unreasonably withheld as long as the organization to which WDYBL seeks to assign is another non-profit organization

providing services to children with a good reputation and sound financial status and the type of services provided are consistent with the recreational purposes of the area where the property is located and would not be such that they would threaten the City's property or other interest or in any way jeopardize the peace and safety of the City's recreational park and community center.

13. **RELATIONSHIP OF PARTIES.** Nothing in this Lease shall be deemed to create a relationship of partnership, principal and agent, or any other relationship between the parties other than landlord and tenant. WDYBL agrees that it shall not challenge the interest of the City in the premises or claim any interest superior thereto.

14. **GOVERNING LAW.** This lease shall be applied and construed in accordance with the Laws of Florida. Venue for any action hereunder shall be in Sumter County, Florida. The courts of the State of Florida shall have jurisdiction to hear and decide any and all disputes which arise under this lease.

15. **NOTICES.** Any notice required by this lease shall be in writing and shall be either delivered in person, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this lease, any notice mailed in accordance with these standards to the property address as set forth below shall be deemed to be effective upon the date of postmark, and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

- a. To the City at 100 N. Main Street, Wildwood, FL 34785
- b. To WDYBL by mailing to WDYBL at: _____.

16. **CONSTRUCTION.** Any word in this lease shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions are included for convenience only, and shall not be construed to limit, expand, or otherwise modify the test of this lease in any manner.

17. **NATURE OF AGREEMENT.** This lease sets forth the entire agreement of the parties; it takes precedence over all prior representations, negotiations and agreements, whether oral or written, which are deemed to have merged into this lease and to have been extinguished to the extent not set forth specifically herein. The execution of this lease has not been induced by either party by any representations, promises or understandings not expressed herein, and there are no collateral agreements, promises or undertakings whatsoever in any way touching on the subject matter of this lease which

are not expressly contained herein. This lease may not be amended in any manner whatsoever, other than by written instrument signed by all parties hereto.

18. **BINDING EFFECT.** This lease shall be binding on, and inure to the benefit of, not only the City and WDYBL, but also their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Lease on the day and year first above written.

<p>SEAL</p> <p>ATTEST: _____ Joseph Jacobs, City Clerk</p>	<p>CITY OF WILDWOOD</p> <p>By: _____ Ed Wolf, Mayor</p>
-------------------------------------------------------------------	-----------------------------------------------------------------------

<p>WITNESSES (two required):</p> _____ _____ Printed Name _____ _____ Printed Name	<p>Wildwood Dixie Youth Baseball League</p> <p>By: _____</p>
-----------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------

City of Wildwood, Florida

100 N. Main Street
Wildwood, Florida 34785

TO: Mayor/Commissioners

FROM: David Grimm, City Projects Planner/Coordinator

RE: Coleman Fire Station Potable Water Service Agreement

DATE: October 11th, 2010

Sumter County has requested that the City of Wildwood provide potable water service to the new Coleman Fire Station.

The City requested that Kimley-Horn provide a budget for the design, permitting and construction of the water main. The Kimley-Horn cost estimate was utilized for basis of this agreement. City staff, the City Attorney and Sumter County have reviewed the agreement and provided comment.

Per the agreement, Sumter County will initially pay all costs of the water main design, permitting and construction. The costs over and above the actual TIE fees will be reimbursed to the County as other users connect to the water main.

The attached agreement has been approved by the Sumter County Board of County Commissioners.

Staff recommends approval.

**POTABLE WATER SERVICE AGREEMENT
BETWEEN THE CITY OF WILDWOOD
AND SUMTER COUNTY, FLORIDA**

This agreement, effective this 28 day of Sept, 2010, made and entered into by and between the City of Wildwood, Florida, a Florida municipal corporation (hereinafter called "City"), and, Sumter County, Florida (hereinafter called "County").

WITNESSETH:

WHEREAS, City is a regional water provider; and,

WHEREAS, County owns in fee simple certain real property in Sumter County, Florida, as shown and described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "The Property"); and,

WHEREAS, County desires to procure water service from the City for the Property described in Exhibit "A"; and,

WHEREAS, County's proposed development requires access to water service; and,

WHEREAS, the City of Wildwood desires to provide water service to County's property; and,

WHEREAS, the parties desire to enter into an agreement setting forth the mutual understandings and undertakings regarding the furnishing of said services, including, but not limited to, water services for the Property described in Exhibit "A"; and,

WHEREAS, this Agreement and all stipulations and covenants made herein are acknowledged to be subject to the approval of every County, Regional, State and Federal regulatory agency having jurisdiction of the subject matter of this Agreement; and,

WHEREAS, the City has approved this Agreement and has authorized the proper City officials to execute this Agreement by motion passed at a regular Commission meeting on _____.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of City and County and other good and valuable considerations, these parties covenant and agree with each other as follows:

PART I. DEFINITIONS

- A. The term "Connection Fee" means those charges of the City for a customer's proportionate share of the capital costs of the water utility plant capacity allocated to a new or modified customer connection and shall be construed as defined in City of Wildwood ordinances and resolutions.
- B. The term "County" shall refer to Sumter County, Florida.
- C. The term "Equivalent Residential Connection" as defined by City ordinance shall be referred to in this Agreement as "ERC" and shall be defined by section 19-343 of the City of Wildwood Code.
- D. The term "Property" or "County's Property" refers to the real property described in Exhibit "A", attached to and incorporated into this Agreement.
- E. The term "Transmission Infrastructure Extension Fee" shall be referred to as "TIE fee" and means those charges of the City for a customer's proportionate share of the capital costs of the water main lines and connection lines and shall be as defined by City ordinances and resolutions.
- F. The term "water management district" shall mean and refer to Southwest Florida Water Management District (SWFWMD).

PART II. COUNTY'S OBLIGATIONS

A. Connection and TIE Fees.

1. TIE Fees.

a. The Transmission Infrastructure Extension (TIE) fee purchases a hydraulic share in the water infrastructure extending from the proposed development back to the nearest well facility. As with connection fees, TIE fees are based on equivalent residential volumes, which are 300 gallons per day water consumption and the distance (in feet) between the development and the water well. The standard distance for one (1) TIE is 15,000 feet.

b. The water TIE fee shall be calculated using City ordinances and resolutions in effect at the time the County executes this agreement. The calculation for the water TIE fee is included in the attached Exhibit "B". In lieu of payment of the water TIE fee, County shall pay the entire cost to engineer, survey, permit and construct (hereafter called "Cost of Construction"), an 8" water line. The 8" line is an "oversized" line which will maximize fire flow and allow future development to tie into the water line. As future development progresses, City shall reimburse County, from water TIE fees collected by the City for the "oversized" costs from properties which connect to the oversized water line, for the Cost of Construction less the County's applicable water TIE fee. Cost of Construction, oversized costs and reimbursement to the County are as specified in the attached exhibits. Estimated Cost of Construction for the water line is \$54,000.00 and the County's Water TIE fee is \$2,733.12 therefore the estimated reimbursement would be \$51,266.88

c. County understands that TIE fees are non-refundable.

d. TIE fees are calculated by the City based on the number of connection fees approved for reservation as indicated in Exhibit "B". One (1) TIE fee is due for each connection (ERC) reserved.

e. County understands that increases in capacity reservation will result in additional TIE fees.

f. County and City agree that the total Cost of Construction for all engineering, surveys, permits and construction work to provide water services shall not exceed \$80,225.00. All the work shall be performed by or contracted by the City. Payment schedules for payment by the County for the Cost of Construction shall be as specified in the attached Exhibits.

2. Connection Fees

a. The connection fees- shall be calculated according to the rate schedule adopted by the City at the time the County executes this agreement. The calculation for the connection fees to be purchased at the time of execution of this agreement is included in the attached composite Exhibit "B." The amount of the connection fees shall be as specified in this Agreement or appropriate exhibit attached hereto.

b. County must proceed with due diligence toward the use of all connection fees purchased.

c. Connection Fees are not sold on speculation and may be repurchased by the City at the price paid by the County if significant progress is not made toward construction within twenty-four (24) months of the date the purchased connection fee becomes available to the County. The time for "significant progress" may be extended pursuant to the provisions of this Agreement concerning "Force

Majeure.”

d. The following actions must precede the reservation of water connection fee / capacity:

i. The County must complete the Concurrency Determination Application.

ii. The City must approve in writing the Concurrency Determination Application.

iii. All Costs of Construction, in lieu of payment of water TIE fees, must be paid in accordance with the attached Schedules.

iv. This Potable Water Service Agreement and attachments must be fully executed.

e. The Water Connection fee is \$3,039.00 and shall be paid as follows:

i. The first fifty (50%) percent of all water connection fees to be reserved must be paid upon execution of this agreement.

ii. The next twenty five (25%) percent of the water connection fees shall be paid upon issuance of the individual building permits for which ERC's are reserved.

iii. The final twenty five (25%) percent of the water connection fees shall be paid upon issuance of the Certificate of Occupancy.

f. The purchase of ERC's and TIE fees under this agreement does not act to set the price for future purchases, unless such fees are specifically covered by this Agreement. Any future purchases will be at the price set by the City at time of payment.

g. Capacity is reserved for a particular location and pre-supposes that the City will be prepared to serve that capacity according to the agreed upon availability schedule at that location and no other.

h. Fire flow volumes and pressures are limited by the City's potable water extension service infrastructure. The fire flow volumes and pressure flow which will be provided by the City are appropriate for single family homes. Need for enhanced fire flow volumes, pressures, over extended time periods may indicate that Developer set a storage tank with high pressure pumps or otherwise supplement existing potable water delivery at County's expense. City shall not reduce its fire flow volumes and pressures after County has commenced development of the Property.

3. Until County provides the City with full payment for all TIE water fees, connection fees and completes all other requirements of this agreement, no water service will be provided.

4. The City reserves the right to determine the number of ERC's it will allow to be purchased. The City has determined at the time of execution of this agreement that the County may purchase three (3) water ERC's. These capacities will be available at the times listed on Exhibit "C".

5. County may not transfer any water capacity reserved without written permission from the City. Any such transfer will void the capacity reservation and the ERC's will revert back to the City and the County will forfeit any right to any repayment of the connection fees paid for the capacity reservation. The City shall not withhold permission for a transfer of capacity to another property or another project if the request is reasonable.

6. The purchase of ERC's and TIE fees does not act to set the price for

future purchases, but only as to purchases specifically set forth in this Agreement. Any future purchases not contemplated by this Agreement will be at the price set by the City at time of payment.

B. County's responsibility after connection to City's water system.

After connection to City's water system:

1. The County shall be responsible for all water distribution lines from the County's side of the water meter.
2. The County shall provide the City with any easement necessary to access the water meter once the placement for the meter is identified.

C. Other.

1. The City's land development regulations require dual systems for irrigation, Florida friendly landscaping, energy efficient construction, energy efficient appliances, and underground utilities. These land development regulations will apply to this development.
2. County will be responsible for costs associated with the recording of this document.

PART III. CITY'S OBLIGATIONS

A. When, at no cost to City, (1) the potable water distribution system has been satisfactorily installed, inspected, tested, approved and certified in writing by County's engineer, with the City, or its authorized representative; (2) County has satisfied the conditions of this Agreement; and (3) the City's authorized representative has inspected the constructed facilities, permitting documents and construction "as-built" drawings, and received four (4) sets of signed and sealed "as-built" drawings and one (1) set of electronic as-built drawings in PDF format, then the City shall thereafter

connect the water distribution system. The obligation of the City to furnish water other than construction water shall not arise until County has completed the conditions contained in this paragraph. The City shall have at least thirty (30) days from completion of construction to review drawings and constructed facilities.

- B. The City shall extend water transmission facilities to the Property.
- C. The City shall make available to the County the ERC's purchased by County at the dates indicated in the attached Exhibit "C".
- D. The City shall provide all water services to the Property.

PART IV. MUTUAL COVENANTS

It is mutually agreed by and between the parties that the preambles contained at the beginning of this Agreement are true and correct and in addition to them it is mutually covenanted and agreed as follows:

A. In addition to binding County, the provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of successors to title to the property or any part thereof after this Agreement has been recorded in the Public Records of Sumter County, Florida. However, any other assignment or transfer of County's rights and obligations is prohibited unless:

- 1. Assignment shall be done in writing in the same formality as this Agreement.
- 2. City shall be a party of said assignment and shall not unreasonably withhold approval of assignment.
- 3. County shall remain primarily liable to City for the terms and conditions of this Agreement unless assignment is made in compliance with this section.

City agrees to execute a "Satisfaction by Assignment" for County if this Agreement is properly assigned.

B. All prior Agreements pertaining to the supply of potable water service affecting the Property are hereby cancelled and declared of no force and effect upon that Property which is the subject matter of this Agreement.

C. City shall have the exclusive right to furnish water service, wastewater service and reuse water service to consumers within the Property covered by this Agreement.

D. County, its successors and assigns, shall not install or shall not be connected to any potable water system other than the City's system, except for outdoor irrigation purposes.

E. City shall have the right to promulgate from time to time reasonable rules and regulations relating to the furnishing of water service to consumers within the Property encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue services under certain conditions. The water rates to be charged by City to said customers shall be the rates now or hereafter charged to other customers within the area of service of the County's Property. County hereby acknowledges and agrees that rates are subject to change at any time by City. County further acknowledges that it shall be subject to City ordinances related to water services.

F. City shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on County's Property.

G. Unless otherwise specified, this Agreement shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the

date of the Commission meeting at which it was approved.

H. County shall keep

(a) Water lines, connections and necessary fixtures on the consumer's side of the water meter in good order and condition. The sale of water by City to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be set forth above and in applicable City regulations.

I. No water from City's water distribution system shall be used or disbursed by County or its agents, through fire hydrants or water mains, or by any person, firm, corporation or agency, public or private, unless adequate provisions have first been made for compensating City for such water, as provided for within the City's Ordinance.

J. Any temporary cessation or interruptions of the furnishing of water service to the Property described herein at any time caused by Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damaged equipment or mains, civil or military authority, riots or other cause beyond the control of the City shall not constitute a breach of the provisions contained herein nor impose liability upon the City by the County, their successors and assigns.

K. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

L. This Agreement shall be recorded by the City among the Public Records of Sumter County, Florida, for the particular purpose of placing the Owner(s) or

occupants of County's Property connected to or to be connected to said water and sewer systems of City upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said Owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real Property in County's Property connected to or to be connected to the said water systems of City shall be deemed conclusive evidence of the fact that the said Owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

M. It is mutually agreed that the City shall be held harmless from any and all liability for damages if City's obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this Agreement shall be null and void and unenforceable by either party regarding that portion of the County's Property for which City cannot perform its obligations.

N. Until all of County's obligations under this agreement are met, the City may refuse services or terminate all service to the Property.

O. The calculation of connection and TIE fees in this agreement are based upon County's representation of the intended development on the property. If County has provided City with inaccurate information it could result in additional connection and TIE fees.

P. Neither party shall be responsible for damages or delays caused by events beyond the control of the party and which could not have been reasonably

anticipated or prevented (hereinafter "Force Majeure"). For purposes of this Agreement, Force Majeure includes, without limitation: fire; flood; hurricane; tornado; earthquake; windstorm; sinkhole; unavailability of materials, equipment or fuel; war; declaration of hostilities; terrorist act; civil strife; strike; labor dispute; epidemic; archaeological excavation; government-declared moratorium; or act of God. If a party is delayed in any work pursuant to this Agreement for occurrence of an event of Force Majeure, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such party is delayed. The party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating its anticipated duration. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party.

PART VI. NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid, certified, United States, mail, with the return receipt requested, addressed to the party for whom it is intended, at the place specified as the place for giving notice, which shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for the giving of notice:

CITY OF WILDWOOD

City Manager
City of Wildwood
100 N. Main Street
Wildwood, Florida 32786

FOR THE COUNTY

County Administrator
Sumter County
910 N. Main Street
Bushnell, FL 33513

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART VII. ADDITIONAL PROVISIONS

A. The parties agree that in the event it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement then, and in that event, the prevailing party shall be entitled to receive reasonable attorney's fees and the cost of such litigation including appellate litigation.

B. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" - Legal description of Sumter County's property

EXHIBIT "B" - Calculations for TIE and Connection fees.

EXHIBIT "C" - Schedule of Construction Time Frames

EXHIBIT "D" - Schedule of Payments by County for Cost of Construction

EXHIBIT "E" - Calculation of Reimbursement for Cost of Construction less applicable TIE fees.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

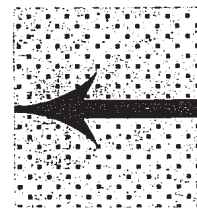
Signed, sealed and delivered
in the presence of:

ATTEST

CITY OF WILDWOOD

Joseph Jacobs, City Clerk

BY: _____
Mayor Ed Wolf



ATTEST:

Tonia Hayward, Clerk of the Court

BOARD OF COUNTY COMMISSIONERS,
SUMTER COUNTY, FLORIDA

Doug Gilpin, Chairman

State of Florida
County of Sumter

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Ed Wolf, Mayor of the City of Wildwood, who has produced _____ as identification or is personally known to me.

Notary Public, State of Florida

State of Florida
County of Sumter

The foregoing instrument was acknowledged before me this 28 day of September, 2010, by Doug Gilpin as Chairman of Sumter County Board of Commissioners, who has produced _____ as identification or is personally known to me.



Jennifer E. Sanders
Notary Public, State of Florida

EXHIBIT A

Legal Description Coleman Fire Station 33

A portion of the East 1/2 of the SW1/4 of Section 30, Township 19 South, Range 23 East, Sumter County, Florida, lying North of County Highway No. 23, being more particularly described as follows:

Commence at the NW corner of the East 1/2 of the SW 1/4 of said Section 30, thence S00°07'57"E along the west line thereof, 1668.53 feet to the Point of Beginning; thence continue along said West boundary S00°07'57"E, 230.39 feet to the intersection with the Northerly right-of-way line of County Highway No. 23 (50 feet wide), said point being on a curve concave to the Northwest, having a central angle of 19°27'29" and a radius of 644.50 feet; thence departing said West line, proceed Northeasterly along the arc of said curve and said right-of-way line a distance of 219.01 feet; thence continue along said right-of-way line N44°57'33"E, 82.36 feet; thence departing said right-of-way line N45°02'27"W, 200.00 feet; thence S44°57'33", 134.53 feet to the Point of Beginning.

City of Wildwood

100 N. Main Street
Wildwood, FL 34785-352-330-1330

EXHIBIT B

DEVELOPER UTILITY CONCURRENCY CONNECTION FEES:

PROJECT NAME: Coleman Fire Station

WATER CONNECTION FEE:

Check One

a) Inside City, or, Pre-Annexation \$1,013.00

☐

or b) Outside City, NO Pre-Annexation \$1,225.00

☐

One (1) water ERU = 300 gallons per day

Number of water connections (ERU's) requested # 3

TOTAL water connection fee charges = \$1,013.00 x #3 = \$3,039.00

DUE SCHEDULE:

50% due on execution of developer's agreement \$ 1,519.50

25% due on issuance of each construction permit \$ 759.75

25% due on issuance of Certificate of Occupancy \$ 759.75

TOTAL \$ 3039.00

Development Authority: _____
Printed Name Signature Date

Agreement to Provide: _____
Robert Smith (City Manager) Signature Date

This commitment expires after _____ days without the execution of a Developer's Agreement

100 N. Main Street
Wildwood, FL 34785 - 352-330-1330

This commitment expires after days without the execution of a Developer's Agreement

City of Wildwood

100 N. Main Street

Wildwood, FL 34785 - 352-330-1330

EXHIBIT B

DEVELOPER UTILITY CONCURRENCY TRANSMISSION INFRASTRUCTURE EXTENSION FEE - (TIE FEE)

"Worksheet"

PROJECT NAME: Coleman Fire StationWATER TIE CALCULATION:

- | | |
|--------------------------------------------|-------------|
| - One (1) tie (full distance) = | 15,000 feet |
| - This project to nearest wellhead = | 22,584 feet |
| - Distance schedule pro-rated value = | 1.56 TIE |
| - Fee per one (1) full distance TIE = | \$584.00 |
| - This project fee = $\$584 \times 0.35 =$ | \$911.04 |

TOTAL WATER TIE = \$911.04

Development Authority: _____

Printed Name	Signature	Date
--------------	-----------	------

Agreement to Provide: _____

Robert Smith (City Manager)	Signature	Date
-----------------------------	-----------	------

This commitment expires after _____ days without the execution of a Developer's Agreement

EXHIBIT "C"

SCHEDULE OF CONSTRUCTION TIME FRAMES

TBD – Survey and Engineering Design

TBD – FDEP Permitting

TBD – Construction

TBD – Testing, FDEP Clearance and Closeout

Note: The City of Wildwood reserves the right to adjust this schedule in the event that construction activities are delayed due to causes beyond the control of the City.

EXHIBIT "D"

SCHEDULE OF PAYMENTS BY COUNTY FOR COST OF CONSTRUCTION

50% of the estimated total construction cost due at signing of
Agreement: \$27,000.00

25% of the estimated total construction cost due at 75% of
construction completion as determined by City's engineer:
\$13,500.00

25% of the estimated total construction cost due at availability of
ERU's purchased by County: \$13,500.00

SCHEDULE OF PAYMENTS BY COUNTY FOR COST OF CONNECTION FEES

50% due at signing of Agreement: \$1,519.50

25% due at issuance of building permit: \$759.75

25% due upon issuance of Certificate of Occupancy: \$759.75

EXHIBIT "E"

CALCULATION OF REIMBURSEMENT FOR COST OF
CONSTRUCTION LESS APPLICABLE TIE FEES

Water main cost of construction (estimate):	\$54,000.00
Less Water TIE fee:	<u>- 2,733.12</u>
Water main reimbursement (estimate):	\$51,266.88

BILLS FOR APPROVAL
City of Wildwood, Florida
October 11, 2010

CITY COMMISSION-LEGISLATIVE DEPARTMENT

1	Payroll	Period ended 9-26-2010	\$	2,146.92
2	Bank of America	Westin Resort - R Allen	\$	334.04

CITY MANAGER-EXECUTIVE DEPARTMENT

3	Payroll	Period ended 9-26-2010	\$	9,303.33
4	Capital Office Products	Office Supplies	\$	98.84
5	Ernie Morris Enterprises, Inc	Office Supplies	\$	153.22

CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT

6	Payroll	Period ended 9-26-2010	\$	10,147.10
7	Berry Signs	Double Sided Clerks/Records	\$	395.00
8	Besco Electric Supply Company	Bulbs	\$	50.40
9	Capital Office Products	Office Supplies	\$	14.59
10	Cason and Gaskins TV Inc	Adaptor	\$	4.49
11	Citrus Publishing	Ads	\$	329.19
12	Dart Electronics, Inc.	Battery, Smoke Detector, Labor	\$	132.57
13	EGP	Monthly Copier Maintenance Contract	\$	48.94
14	Ernie Morris Enterprises, Inc	Office Supplies	\$	25.67
15	Federal Express	Postage	\$	98.44
16	Maggio Enterprises, Inc	Paper Products	\$	42.06
17	Progress Energy	Electric Service	\$	3,333.51
18	Resource One	Cleaning Supplies	\$	73.01
19	The Daily Commercial	Ad	\$	605.54
20	Wildwood Ace Hardware	Mildew Remover	\$	3.49

BUILDING SERVICES

21	Payroll	Period ended 9-26-2010	\$	1,291.57
22	EGP	Monthly Copier Maintenance Contract	\$	13.64
23	Ernie Morris Enterprises, Inc	Office Supplies	\$	10.99

DEVELOPMENT SERVICES

24	Payroll	Period ended 9-26-2010	\$	8,501.46
25	Bank of America	Norton Annual Renewal	\$	59.99
26	Capital Office Products	Office Supplies	\$	34.85
27	EGP	Monthly Copier Maintenance Contract	\$	13.63
28	Ernie Morris Enterprises, Inc	Office Supplies	\$	14.10
29	Maggio Enterprises, Inc	Paper Products	\$	129.05
30	Martronics Inc	Batteries	\$	28.43
31	The Daily Commercial	Ad	\$	636.41

POLICE DEPARTMENT

32	Payroll	Period ended 9-26-2010	\$	52,764.47
33	Advanced Auto Parts	Radiator, Coil Ignition, Spark Plug	\$	200.82
34	Almond Oil Company	Petro-Canada Supreme 5w30, 10w30, 15w40	\$	89.27
35	Bank of America	MLA Office Furniture, Best Buy	\$	2,364.86
36	Big Truck Parts	Filters	\$	50.42
37	Capital Office Products	Office Supplies	\$	13.65
38	Car Quest	Control Brake, Window Motor, Capsule	\$	191.48

39	Cason and Gaskins TV Inc	Cobra 400w Inverter	
40	Century Link	Installation and Purchase of Nortel Equipment	\$ 1,398.01
41	Custom Kingdom	Violation Stickers	\$ 50.00
42	EGP	Monthly Copier Maintenance Contract	\$ 145.20
43	Electronics & Communications	Repairs to Console DCC Card	\$ 400.00
44	Ernie Morris Enterprises, Inc	Office Supplies	\$ (153.09)
45	Heritage-Crystal Clean, LLC	Com-20-Gal	\$ 53.82
46	H & J Electronics International, Inc	Durabook Pentium	\$ 1,135.00
47	Progress Energy	Electric Service	\$ 386.49
48	The Daily Commercial	Ad	\$ 161.62
49	Wildwood Ace Hardware	Keys, Tuff Foil Back,Plywood,Tie Downs, WtrSeal	\$ 139.34
50	Wildwood Tire Company	Tire and Repairs	\$ 801.74

STREET DEPARTMENT, MECHANIC

51	Payroll	Period ended 9-26-2010	\$ 13,693.97
52	Advanced Auto Parts	Door Handle,Anti-Freeze	\$ 63.46
53	Almond Oil Company	Petro-Canada Supreme 5w30,10w30, 15w40	\$ 91.89
54	Bank of America	Stopzilla, Northern Tool	\$ 515.90
55	Big Truck Parts	Filters	\$ 101.92
56	Car Quest	Hoses, Fittings, Terminal Kit, Sealant, Etc	\$ 241.70
57	Central Hydraulics Hose & Access	Hose Assy	\$ 37.12
58	Department of Corrections	Work Squad 4th Quarter	\$ 14,116.75
59	Ernie Morris Enterprises, Inc	Office Supplies	\$ 17.48
60	Harbor Freight Tools	Tool Kit	\$ 249.95
61	Heritage-Crystal Clean, LLC	Com-20-Gal	\$ 48.30
62	Maggio Enterprises, Inc	Paper Products	\$ 278.40
63	Mid Florida Tractor & Equipment	Driveline, O-Ring, Pipe	\$ 1,458.50
64	Office Depot	Office Supplies	\$ 95.62
65	Progress Energy	Electric Service	\$ 220.26
66	Resource One	Cleaning Supplies	\$ 86.30
67	Salescorp of Florida	Wasp Spray, Basic Dust Mask	\$ 11.82
68	Terminix	Monthly Pest Control Contract	\$ 12.50
69	Unifirst	Uniforms	\$ 373.62
70	UPS	Postage	\$ 12.99
71	Valley National Gases	Oxygen, Acetylene, MIG,	\$ 244.48
72	Wildwood Ace Hardware	PVC,Muriatic Acid,Utility Knife, Damp Rid, Etc.	\$ 204.85
73	Wildwood Mower and Saw, Inc	Driver,Scalp Roller, Bearing,Belt, Str Solenoid, Etc.	\$ 776.81
74	Wildwood Tire Company	Tire and Repairs	\$ 95.90

COMMUNITY RE-DEVELOPMENT

75	Payroll	Period ended 9-26-2010	\$ 2,488.71
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GROWERS MARKET

76	Payroll	Period ended 9-26-2010	\$ 322.95
77	Ernie Morris Enterprises, Inc	Office Supplies	\$ 0.09

PARKS AND RECREATION

78	Payroll	Period ended 9-26-2010	\$ 4,546.71
79	Almond Oil Company	Petro-Canada Supreme 5w30,10w30, 15w40	\$ 13.13
80	Bank of America	Walmart, Custom Kingdom, Moore Awards	\$ 314.47
81	Car Quest	4 Wire Flt Tr End	\$ 4.18
82	Central Pump & Supply Inc	Hunter Nozzles, Rotor Gears, Pro Spray,Controller	\$ 831.81
83	Department of Corrections	Work Squad 1st Quarter	\$ 8,470.05
84	Ernie Morris Enterprises, Inc	Office Supplies	\$ 9.54
85	Heritage-Crystal Clean, LLC	Com-20-Gal	\$ 6.90

86	John Deere Landscapes (Lesco)	Paint, Prosecutor Pro, Scythe		
87	Martronics, Inc.	Batteries	\$	106.91
88	Progress Energy	Electric Service	\$	808.40
89	T & D Waste Services, Inc.	Port O Lets - Lk Deaton, Oxford Pk, Ball Fields	\$	295.00
90	Turf Masters & Assoc	Lawn Fertilization and Pest Control	\$	725.00
91	Unifirst	Uniforms	\$	130.07
92	Wildwood Ace Hardware	Spray Paint, Drill Bit, Trash Bags, Paint Brush, Etc.	\$	897.73
93	Wildwood Mower and Saw, Inc	Hour Meter, Carburetor, Blade, Bearing, Etc.	\$	457.58
94	Wildwood Tire Company	Tire and Repairs	\$	18.95

COMMUNITY CENTER

95	Almond Oil Company	Petro-Canada Supreme 5w30, 10w30, 15w40	\$	5.25
96	Ernie Morris Enterprises, Inc	Office Supplies	\$	9.87
97	Heritage-Crystal Clean, LLC	Com-20-Gal	\$	2.76
98	Kohn Construction & Electric, Inc	Service and Repair Air Conditioner	\$	930.00
99	Lake Glass & Mirror, Inc.	Replace Mirror	\$	136.00
100	Maggio Enterprises, Inc	Paper Products	\$	278.40
101	Oracle Elevator	Quarterly Maintenance Contract	\$	395.61
102	Resource One	Cleaning Supplies	\$	262.68
103	Unifirst	Rugs	\$	103.30
104	Wildwood Ace Hardware	Cleaning Supplies	\$	71.55

PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT

105	Payroll	Period ended 9-26-2010	\$	5,077.79
106	Berry Signs	Double Sided Utility Billing	\$	395.00
107	Besco Electric Supply Company	Bulbs	\$	50.40
108	Capital Office Products	Office Supplies	\$	14.59
109	Dart Electronics, Inc.	Battery, Smoke Detector, Labor	\$	132.57
110	EGP	Monthly Copier Maintenance Contract	\$	48.94
111	Ernie Morris Enterprises, Inc	Office Supplies	\$	15.71
112	Maggio Enterprises, Inc	Paper Products	\$	42.06
113	Progress Energy	Electric Service	\$	1,048.33
114	Resource One	Cleaning Supplies	\$	73.02
115	Wildwood Ace Hardware	Mildew Remover	\$	29.44

WATER DEPARTMENT

116	Payroll	Period ended 9-26-2010	\$	15,124.41
117	Almond Oil Company	Petro-Canada Supreme 5w30, 10w30, 15w40	\$	21.00
118	AmeriGas	Propane	\$	619.46
119	Bank of America	Hyatt Regency R.Allen, Lowes, FSEA Workshop	\$	600.24
120	Besco Electric Supply Company	Bulbs	\$	16.88
121	Big Truck Parts	Filters	\$	3.36
122	Brenntag	Liquid Chlorine	\$	905.56
123	Car Quest	Starter Solenoid	\$	10.16
124	Cottom's A-1 Sod	Bahia Sod	\$	294.00
125	Coy Thomas Electric Inc	Installed Conduit Wiring	\$	395.00
126	Del Zotto Products	Valve Box Rings	\$	275.00
127	Department of Corrections	Work Squad 1st Quarter	\$	2,823.35
128	Diversified Drilling Corporation	Champagne Farms	\$	42,566.43
129	Ernie Morris Enterprises, Inc	Office Supplies	\$	4.50
130	George Nahas Chevrolet, Inc	Lamp	\$	99.44
131	HD Supply WaterWorks	Complete Valves, Gland Sets, Bends, Blue Tube	\$	1,465.60
132	Heritage-Crystal Clean, LLC	Com-20-Gal	\$	11.04
133	LDL Enterprises, Inc	Galv Idler w/ Fling	\$	169.00

3. NEW BUSINESS – ACTION REQUIRED	
f. (1) Bills for Approval	

134	Maggio Enterprises, Inc	Paper Products	\$	187.60
135	Progress Energy	Electric Service	\$	1,536.25
136	Ring Power	Repair Generator	\$	1,171.60
137	Sumter Electric	Electric Service	\$	307.84
138	Sparr Building & Farm Supply	Galv Gate, Creosote Post	\$	762.52
139	The Dumont Company, Inc	Clear Flow PT-8037	\$	1,436.75
140	Unifirst	Uniforms	\$	212.27
141	Wildwood Ace Hardware	Cable Ties, Stakes, Filters, Galv Couplings,Etc.	\$	219.67
142	Wildwood Mower and Saw, Inc	Ball Bearing, Hub Pulley, Shaft Spindle,Air Filter	\$	60.35
143	Wildwood Tire Company	Tire and Repairs	\$	234.70

REFUSE DEPARTMENT

144	Payroll	Period ended 9-26-2010	\$	24,317.02
145	Advanced Auto Parts	Relay Billed in Error	\$	(10.52)
146	Almond Oil Company	Petro-Canada Supreme 5w30,10w30, 15w40	\$	13.13
147	AT&T	GPS Modem	\$	130.75
148	Big Truck Parts	Filters	\$	56.27
149	Car Quest	Fuel Filter, Standard Capsule	\$	32.62
150	Ernie Morris Enterprises, Inc	Office Supplies	\$	0.43
151	Progress Energy	Electric Service	\$	131.46
152	Sumter County Solid Waste	Tipping Fee	\$	1,272.03
153	Sumter Sanitation	Tipping Fee	\$	17,802.46
154	Terminix	Monthly Pest Control Contract	\$	12.50
155	Unifirst	Uniforms	\$	164.07
156	Wildwood Tire Company	Tire and Repairs	\$	720.95
157	Wildwood Truck Wash, Inc	Refuse Washing	\$	100.00

WASTEWATER DEPARTMENT

158	Payroll	Period ended 9-26-2010	\$	30,751.65
159	Almond Oil Company	Petro-Canada Supreme 5w30,10w30, 15w40	\$	28.88
160	Bank of America	Office Depot, CVS, Holiday Inn,FL Society of Environ.	\$	538.33
161	B & D Industrial	Pillow Blocks	\$	98.68
162	Big Truck Parts	Filters	\$	6.35
163	Car Quest	Couplers, Bearings, Crimp Fittings, Etc.	\$	174.34
164	C & C Peat Co., Inc	Cake Removal	\$	5,520.00
165	Central Pump & Supply	Hunter Gear Rotor and Nozzle	\$	116.34
166	Department of Corrections	Work Squad 1st Quarter	\$	2,823.35
167	Ernie Morris Enterprises, Inc	Office Supplies	\$	2.94
168	HD Supply Electrical	Graphic Keypad	\$	251.90
169	HD Supply WaterWorks	Insert Dips, Gaskets, Restrain SLCE-12,Lube,Etc.	\$	1,574.68
170	Heritage-Crystal Clean, LLC	Com-20-Gal	\$	15.18
171	ITT Water & Wastewater U.S.A.	Probe, Level Control Relay, Alarm	\$	1,491.00
172	MMD Computer Center, Inc	Misc. Computer Cables	\$	39.98
173	Progress Energy	Electric Service	\$	21,945.82
174	RTC	Residual Chlorine,Simple Nutrients, Residue	\$	344.00
175	Sumter Tire & Auto, Inc.	Tire Repairs	\$	42.02
176	The Daily Commercial	Ad	\$	191.71
177	Unifirst	Uniforms	\$	397.73
178	Wildwood Ace Hardware	Galv Couplings, Anvil Pruner, Fan, Air Circulator,Etc	\$	393.16
179	Wildwood Mower and Saw, Inc	Ball Bearing, Hub Pulley, Shaft Spindle,Blade	\$	65.13
180	Wildwood Tire Company	Tire and Repairs	\$	528.40

ATTORNEYS/CONSULTANTS/SURVEYORS

191	Jerri A. Blair	Attorney	\$	10,000.00
192	Kimley-Horn & Associates	Engineers	\$	6,061.01

FUEL INVENTORY

193	Stone Petroleum Products	Regular Unleaded Gasoline	\$	7,257.54
194	Stone Petroleum Products	Ultra Low Sulfur Diesel	\$	2,721.16

<u>TOTAL</u>			\$	370,987.14
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CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

Joseph Jacobs, City Clerk

Ed Wolf, Mayor

City of Wildwood, Florida

100 N. Main Street
Wildwood, Florida 34785

3. NEW BUSINESS - ACTION REQUIRED
(2) Selection of best quote for the Boundary Survey
of the future police headquarters

TO: Mayor/Commissioners

FROM: David Grimm, City Projects Planner/Coordinator

RE: Boundary survey of future Police Headquarters

DATE: October 11th, 2010

The City of Wildwood solicited bids for a boundary survey of the two contiguous parcels planned to be utilized as the future Police Headquarters. The boundary survey is the first step required in the development process of a suitable site plan.

Three survey firms were contacted to provide quotes with the following results:

Farner-Barley & Associates - \$2,700.00

R.M. Barrineau & Associates - \$2,400.00

A. Duchart Land Surveying - \$2,000.00

Staff recommends awarding the contract to A. Duchart Land Surveying in the amount of \$2,000.00

The quotes are attached for your review.

Farner Barley & Associates

Faxed

September 14, 2010

Mr. David Grimm
City of Wildwood
Development Services
100 N. Main Street
Wildwood, FL 34785

RE: PROPOSAL FOR SURVEYING SERVICES:

Dear Mr. Grimm,

Thank you for the opportunity to provide this proposal for surveying services.

Property: County Road 213, Sumter County Tax Parcels G07=044 AND G07W=00P Approx. 12 acres +/- (See attached Exhibit 'A')

Scope of Services:

1. Boundary Survey will be prepared in accordance with the intent of the Florida Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. We will plot all easements as provided to our office and as shown on Record Plats.

FEE: \$2,700.00*

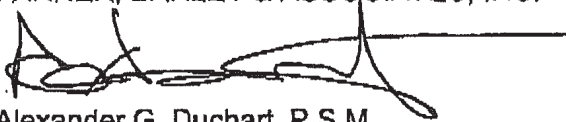
*Additional services if any will be billed according to the attached Hourly Rate Schedule.

To be completed 10 working days from executed contract.

Should you have any questions or need additional information, please contact our office.

Sincerely,

FARNER, BARLEY & ASSOCIATES, INC.



Alexander G. Duchart, P.S.M.



3. NEW BUSINESS – ACTION REQUIRED
f. (2) Selection of best quote for the Boundary Survey
of the future police headquarters

R.M. BARRINEAU & ASSOCIATES, INC.
Professional Surveyors and Mappers
Reginald M. Barrineau, P.S.M., Founder

*Oakhurst Professional Park
1309 S.E. 25th Loop, Suite 103
Ocala, Florida 34471
(352) 622-3133 Fax 369-3771*

*Christopher J. Howson, P.S.M., C.F.M.
James L. Tingler, Jr., P.S.M.
Travis P. Barrineau, S.I.T.*

September 14, 2010

Dave Grimm
Project Planner
City of Wildwood
dsgrimm@gmail.com

RE: Proposal for Surveying Services for the City of Wildwood

Dear Dave:

Thank you for your request for proposal. R.M. Barrineau and Associates, Inc. has prepared the following scope of services and fee.

We will provide a boundary survey for two contiguous parcels: Parcel G07=004 in Section 7, Township 19 South, Range 23 East and Parcel G07W00P in Willard Peebles Subdivision. The boundary survey will not include location of interior improvements, per your request. The survey will include location of adjacent rights-of-ways. We will provide five signed and sealed prints of the survey and a CAD file.

The fee for the above scope of services is \$ 2400.00. Our estimated time of completion for this project is seven to ten days from the date of authorization to proceed. The project would be invoiced with the delivery of the prints of survey and CAD file.

If you have any questions, please do not hesitate to contact me. Thank you.

Very truly yours,

Diane Barrineau

Diane Barrineau for
R.M. Barrineau and Associates, Inc.

Dave Grimm

3. NEW BUSINESS – ACTION REQUIRED
f. (2) Selection of best quote for the Boundary Survey
of the future police headquarters

From: Alex Duchart [aduchart@gmail.com]
Sent: Thursday, September 30, 2010 5:08 PM
To: dgrimm-wildwood@cfl.rr.com
Subject: Proposed Fire Station Quote
Attachments: _Certification_.txt

Dave, thanks for the opportunity to quote on this Project

We can provide a Boundary survey for the two parcels, showing all platted easements of record.

Cost \$2000

I will drop you off business cards and some material regarding my company next week.

Visit the website at www.legaldescriptions.net

A. Duchart Land Surveying, Inc
Alexander (Sandy) Duchart
Florida/Alabama Land Surveyor
1209 Sunshine Avenue, Leesburg, FL 34748
PHONE: 1800-402-8768
FAX: 1-866-324-0693
aduchart@gmail.com



10/1/2010

City of
Wildwood,
Florida

3. NEW BUSINESS-ACTION REQUIRED

g. General Items for Consideration: (1) Discussion/approval of road closures for Wildwood High School Homecoming Parade

100 N. Main Street

Wildwood, FL 34785

352-330-1330

PARADE APPLICATION FORM

NAME OF ORGANIZATION: Wildwood Middle High School

Address: 700 Huey Street

Telephone No: 352-748-1314

Cell Phone No: 812-219-7868

TYPE OF PARADE: Homecoming
(i.e. Christmas; Homecoming; Independence Day; Easter, etc.)

DATE OF PARADE: 10/29/2010

OBJECT (THEME) OF PARADE: Rock 'n Soul

CONTACT PERSON: Christina Ebey
(Responsible Party)

Address: 700 Huey Street

Telephone No: 352-748-1314

Cell Phone No: 812-219-7868

CONTACT PERSON: Sandy Mitchell
(Responsible Party)

Address: Brown & Brown of Florida, Inc. Leesburg, FL

Telephone No: 352-787-2431 x210

Fax No: 352-787-9922

Time of Parade: 4:30 to 5:30 ~~5:00-6:00pm~~ Time Lineup Begins: 4:00pm Time Parade Begins: 5:00pm ~~5:00pm~~ 4:30

Number of Entries: 50+ Approximate Length of Parade (i.e. Minutes/Hours) ~1 hour

DO YOU HAVE YOUR OWN BARRICADES AND/OR YELLOW/ORANGE FLORESCENT RIBBON: YES _____ NO X

IF NO, ARE YOU REQUESTING ASSISTANCE WITH BARRICADES: YES X NO _____

WILL YOUR ORGANIZATION BE RESPONSIBLE FOR THE COSTS INVOLVED WITH THIS PARADE: YES _____ NO X
(i.e. Police Department Employees; Public Works Employees; other manpower if necessary, etc.)

ARE YOU REQUESTING THAT THE CITY OF WILDWOOD BEAR THE EXPENSE FOR THIS PARADE: YES X NO _____

Do you have adult volunteers to assist in traffic control: YES _____ NO X If YES, please list their name and telephone numbers where they may be contacted:

_____/_____/_____
_____/_____/_____

REQUIRED: NAME, ADDRESS, TELEPHONE NUMBER AND CONTACT PERSON OF YOUR INSURANCE CARRIER:

Brown & Brown of Florida, Inc. 900 N 14th St Leesburg, FL Sandy.Mitchell@bblesburg.com

POLICY NUMBER: PX FL4 0605060 08-06 CONTACT PERSON: Sandy Mitchell TELEPHONE: 352-787-2431

-ATTACH COPY OF CERTIFICATE OF INSURANCE-

NOTE: You are advised that each entry/unit in the parade must complete a Release of Liability and Hold Harmless Agreement for Participation in a parade within the city limits of the City of Wildwood. ALL releases must be returned to the City of Wildwood no later than 3 days prior to the date of the parade. A copy of the release is available to each parade organizer so that you can furnish them to the participants. You are authorized to make as many copies of the release as you need for each entry/unit in this parade.

3. NEW BUSINESS - NO ACTION REQUIRED

g. General Items for consideration (1) Discussion/approval of road closures for Wildwood High School Homecoming Parade

301

(Name of Organization - Address - Phone No. - Contact Person)

N

CLEVELAND AV. 466-A

MIDDLE SCHOOL

DENHAM

CURRY

BARWICK

OXFORD

WONDER

RUTLAND

HALL

GAMBLE

SHOPPING CENTER

HUEY

Intermediate School

Police Dept

Wildwood Terrace Apts.

Arbor Village Nursing Home

North Sumter Primary School

Wildwood High School

U.S. 301

Wattfield Avenue

Palmer Avenue

HARDEES

Sun Trust Bank

SUBURBAN PROPANE

301

ROY ST

Mark the map with arrows showing the start and finish points - Type parade route in this box (Start to finish)

Lineup will be at Wildwood High School-parade will proceed west toward Gamble Street, where it will turn north and go to Hall Street. The parade will then turn west again and proceed a short distance where it will turn south in front of the shopping center and go to the south end and then proceed through the intersection of Huey Street and Gamble and turn left (east) again and proceed down Huey Street back to the high school where it will disband.

RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT
FOR PARTICIPATION IN A PARADE WITHIN THE CITY OF WILDWOOD

In consideration of the City of Wildwood, Florida, and its agents, employees, and officers, allowing the undersigned, and any organization represented by the undersigned which seeks entry in a parade to be held in Wildwood, Florida, on 09.29.10, its/ my agents, employees, and any persons under its / my supervision and / or control, to enter and utilize the premises of the City of Wildwood, Florida for the purpose of holding, participating in or otherwise being involved in a parade to be held in the City of Wildwood, Florida, the undersigned Christina Ebey, on behalf of myself and Wildwood Middle High School, which, intending to be legally bound, do hereby, for its / myself, and its / my heirs, executors, assigns, agents, representatives, and insurers (hereinafter "Releasees") agree as follows:

- 1) That any an all activities related to the presence of Releasees and any persons under Releasees' supervision or control on the property of, or under the control of, the City of Wildwood, Florida are solely for Releasees' benefit; and Releasee, therefore, assumes any and all risks of harm, whether personal injury or property damage, arising from or connected with Releasees' presence or the presence of any persons under the care, supervision or control of Releasees on said premises.
- 2) Releasees release and discharge the City of Wildwood, and any of its employees or agencies, from any and all liabilities, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death that may be sustained by Releasees and all organizations which Releasees represent, or any property belonging to Releasees or any organization Releasees represent, in said activity, or while in, on, or upon the premises where the activity is being conducted, and further, waive any right Releasees or any organization Releasees represent might otherwise have, and covenant not to sue the City in connection with such liability, claim, demand, action or causes of action.
- 3) The undersigned, on behalf of all Releasees, voluntarily assumes full responsibility for any risk of loss, property, or personal injury, including death, that may be sustained by Releasees and all persons under Releasees' supervision, control or care, or any loss or damage to property owned by Releasee, or any other person under Releasees' care, supervision or control as a result of participation in the parade.
- 4) Releasees further stipulate and agree that while upon the premises of the City of Wildwood, Florida, Releasees will be bound by all orders, rules, and regulations of the City of Wildwood, Florida.
- 5) Releasees further agree to indemnify and hold harmless the City of Wildwood for any claim of personal injury or property damage brought against the City of Wildwood arising out of Releasees participation in the parade, including, but not limited to, any claim by any person under Releasees care, control or supervision for property or personal injury damage. Releasees further agree to indemnify and hold harmless the City of Wildwood for any claims, suits, actions, damages, liability, and expense in connection with loss of life, bodily or personal injury or property damage brought against the City of Wildwood arising from out of, or occasioned wholly or in part by Releasees' participation in the parade, including, but not limited to, any claim by any person under Releasees' care, control or supervision for property or personal injury damage.

DATE: 09.29.10

Christina Ebey
 Printed Name of Participant

CEbey
 Signature of Participant

The undersigned parent or guardian hereby consents to the minor's participation in the above-mentioned activity and waives and releases all right and claims for damages as set forth above.

 Printed Name of Parent / Guardian

 Signature of Parent / Guardian

DATE: _____

City Of Wildwood, Florida

100 N. Main Street – Wildwood, FL 34785 – 330-1330

These are the steps to follow toward receiving approval to hold a parade:

- 1) Start the process six weeks ahead of time, when possible, but not later than three weeks
 - 2) Visit the Community Development Department at City Hall to obtain a Parade Application form
 - 3) You must submit the application form, a drawing (map) showing the route of the parade (Map available at city hall)
 - 4) You will also need to submit a “Certificate of Insurance” from the county showing that you are under their umbrella of coverage
 - 5) All participants must sign a release form, which is also available in the Community Development Department
- Approval is granted by the “City Commissioners”, not the City Manager therefore we must have the request in time to present it to them in an open meeting.
 - As a general rule meetings are on the second and fourth Monday nights of each month. Requests are to be placed on the City Commission agendas, which go out to them the Friday prior to the meeting on Monday night. However, in September the meetings are on Tuesdays because of budget and millage hearings throughout the county.
 - You need to be present at the meeting in which the item is on the agenda.
 - The City Manager’s office will contact the police department and have them coordinate with you once the parade is approved.
 - There is no longer a “Wildwood Fire Department”, however, you may contact the Sumter County Fire Rescue – Station No. 31 by calling 330-1342.

3. NEW BUSINESS-ACTION REQUIRED

g. General Items for Consideration (1) Discussion/approval of road closures for Wildwood High School Homecoming Parade

CERTIFICATE OF COVERAGE

ISSUED ON: 8/11/2010

COVERAGE PROVIDED BY: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: PX FL4 0605060 09-07

COVERAGE PERIOD: 7/1/2010 TO 7/1/2011 12:01 AM

COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder

City of Wildwood
100 N Main Street
Wildwood FL 34785

Designated Member

The School District of Sumter County, Florida
2680 W CR 476

Bushnell, FL 33513

LIABILITY COVERAGE

☒ Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury

Limit \$1,000,000 / \$2,000,000 \$10,000 Deductible

☒ Educators Legal Liability

Limit \$1,000,000 \$25,000 Deductible

☒ Employment Practices Liability

Limit \$1,000,000 \$25,000 Deductible

☒ Employee Benefits Liability

Limit \$1,000,000 / \$2,000,000 \$10,000 Deductible

Law Enforcement Liability

Limit

WORKERS' COMPENSATION COVERAGE

WC AGREEMENT NUMBER:

☒ Self Insured Workers' Compensation

\$350,000 Self Insured Retention

Statutory Workers' Compensation

☒ Employers Liability

\$1,000,000 Each Accident

\$1,000,000 By Disease

\$1,000,000 Aggregate Disease

PROPERTY COVERAGE

☒ Buildings & Personal Property

Per schedule on file with \$25,000 Deductible
Trust Limit

Note: See coverage agreement for details on wind, flood, and other deductibles.

☒ Rented, Borrowed and Leased Equipment

Limit \$50,000 TIV See Schedule for Deductible

☒ All other Inland Marine

Limit \$1,150,000 TIV See Schedule for Deductible

AUTOMOBILE COVERAGE

Automobile Liability

Limit \$1,000,000

\$10,000 Deductible

☒ All Owned

Specifically Described Autos

☒ Hired Autos

☒ Non-Owned Autos

Automobile Physical Damage

☒ Comprehensive See Schedule for Deductible

☒ Collision See Schedule for Deductible

☒ Hired Auto with limit of \$35,000

Garage Keepers

Liability Limit

Liability Deductible

Comprehensive Deductible

Collision Deductible

NOTE: The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to limits shown above per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/ Locations/ Vehicles/Special Items:

RE: Homecoming Parade - September 17, 2010

This section completed by member's agent, who bears complete responsibility and liability for its accuracy.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.

Administrator:

Public Risk Underwriters®

P.O. Box 958455

Lake Mary, FL 32795-8455

Producer

Brown & Brown of Florida, Inc.

P. O. Box 491636

Leesburg, FL 347491636

CANCELLATIONS

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE

Shelley Martin

From: Gene Kornegay [genekornegay@cfl.rr.com]

Sent: Thursday, September 30, 2010 6:53 AM

To: 'Shelley Martin'

Subject: RE: Homecoming Parade Route Sheet

The route looks fine to me.

From: Shelley Martin [mailto:smartin-wildwood@cfl.rr.com]

Sent: Wednesday, September 29, 2010 4:25 PM

To: Gene Kornegay; Eddie Reeser

Subject: Homecoming Parade Route Sheet

For your review and written approval please.

Have a great evening ☺

*Shelley Martin
Development Technician
City of Wildwood
100 N. Main St.
Wildwood, FL 34785
352-330-1330 ext. 118*

9/30/2010

Shelley Martin

From: Edward Reeser [reeserew@flcjn.net]
Sent: Tuesday, October 05, 2010 11:14 AM
To: Shelley Martin
Subject: re: FW: Homecoming Parade Route Sheet

Approved

E.W. Reeser

Chief of Police
Wildwood Police Department
100 East Huey Street
Wildwood, Florida 34785
(352) 330-1355

...History will have to record that the greatest tragedy of this period of social transition, was not the vitriolic words and the violence actions of the bad people, but the appalling silence and indifference of the good people. - Dr. M.L. King Report crime, get involved!

CONFIDENTIALITY NOTE: This e-mail and any attachments are confidential and may be protected by legal privilege. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of this e-mail or any attachment is prohibited. If you have received this e-mail in error, please notify us immediately by returning it to the sender and delete this copy from your system. Thank you for your cooperation.

From: "Shelley Martin" <smartin-wildwood@cfl.rr.com>
Sent: Tuesday, October 05, 2010 11:04 AM
To: "Eddie Reeser" <reeserew@flcjn.net>
Subject: FW: Homecoming Parade Route Sheet

Hi Eddie,

Please submit your written approval so this can be placed on the Commission agenda ☺

Thanks,
Shelley Martin
Development Technician
City of Wildwood
100 N. Main St.
Wildwood, FL 34785
352-330-1330 ext. 118

From: Shelley Martin [mailto:smartin-wildwood@cfl.rr.com]
Sent: Wednesday, September 29, 2010 4:25 PM
To: Gene Kornegay; Eddie Reeser (reeserew@flcjn.net)
Subject: Homecoming Parade Route Sheet

For your review and written approval please.

Have a great evening ☺

Shelley Martin

10/5/2010

City of Wildwood, Florida

100 N. Main Street
Wildwood, Florida 34785

3. NEW BUSINESS-ACTION REQUIRED

g. 2 General Items for Consideration

Discussion/approval for staff to seek for a physical assessment survey of the City Hall HVAC system

TO: Mayor/Commissioners

FROM: David Grimm, City Projects Planner/Coordinator

RE: Physical Assessment Survey of City Hall HVAC system

DATE: October 11th, 2010

The HVAC system at City Hall has been problematic since day one.

Most of the wet ceiling tiles, water stained walls, mold and mildew can be attributed to the HVAC system. There are supply ducts that are waterlogged and constantly drip. There are condensate pans that drain directly into the ceiling and walls. There are compressor and evaporator units in locations that make them very difficult to service and virtually impossible to replace. It is very difficult, if not impossible, to balance the heating and cooling requirements of the building. A consistent and comfortable temperature range throughout the building is difficult to attain.

Because the problems are so complex and severe an easy "fix" is not possible. The only way to find a real and permanent solution is to solicit quotes from HVAC engineering firms to perform a Physical Assessment Survey. This engineering survey would identify the design and equipment deficiencies and provide permanent solutions. A sample Physical Assessment Survey Scope of Work is attached for your review.

Staff is requesting Commission approval to solicit bids from HVAC engineering firms to conduct the survey. It is anticipated the cost for this will be approximately \$15,000.00.

The results of this survey would then be utilized to draft an RFQ for the permanent repairs and help the City seek alternative funding sources.

3. NEW BUSINESS-ACTION REQUIRED

g. 2. General Items for Consideration

Discussion/approval for staff to seek for a physical assessment survey of the City Hall HVAC system

EXHIBIT A
Physical Assessment Survey
Scope of Work

1.0 BACKGROUND

The city of Wildwood is interested in a physical assessment survey of their City Hall facility located in Wildwood, Florida. The City of Wildwood has indicated that the City Hall facility has temperature, humidity, and mold issues within the building.

2.0 SCOPE OF WORK

E M C Engineers, Inc. (EMC) shall provide the following scope to satisfy the requirements of the email RFP dated 6/8/10.

EMC will have a kick-off teleconference with city of Wildwood officials to get the names of key contacts for the project, schedule the survey events, and discuss setting the priority levels for the survey. Owner to provide mechanical / electrical drawings for review, any known test reports, current controls sequences if available, and HVAC operations and maintenance (O&M) data prior to commencement of survey.

EMC recommends Wildwood staff to join the survey teams in order to provide input and answer operational questions. EMC recommends that Wildwood staff provide a list of known issues within the facility. Issues within the scope of work will be addressed through the survey and included in the findings report.

2.1 HVAC Survey:

1. Develop existing major equipment list for future use.
2. Perform site survey to ascertain the physical condition of mechanical equipment and distribution. Sampling strategy shall include the distinct functional areas of the building and include all mechanical rooms. The site survey shall also include:
 - a. Review of existing drawings.
 - b. Review of existing control diagrams.
 - c. Review of existing Building Automation Systems and control topography.
 - d. All primary equipment (air handling units, exhaust fans, pumps, and chillers) will be reviewed.
 - e. Review of chilled water systems and air distribution systems within the sampled areas. This includes ductwork, valves, supply/return lines, duct/pipe supports, duct/pipe insulation, and control devices.

3. NEW BUSINESS--ACTION REQUIRED

g. 2 General Items for Consideration

Discussion/approval for staff to seek for a physical assessment survey of the City Hall HVAC system

- f. Diagnostic Monitoring.
 - i. Temperature, Humidity, and Carbon Dioxide measurements within the sampled areas.
 - ii. Temperature, Humidity, and Carbon Dioxide measurements of the air handling units.
- g. Pressurization patterns with the sampled areas.
- h. Selective functional performance tests to judge building automation performance with respect to temperature and humidity control.
- i. Input of findings in survey spreadsheet, including costs for corrective actions, simple payback determination and priority assignment.
- j. Debriefing of findings to Owner.

2.2 Architectural Building Envelope Survey:

- a. Perform site survey to ascertain the existing exterior envelope construction from ground level access, roof access and selective interior access. This also includes review of roof-to-wall interfaces and low slope roof assemblies.
- b. Document the general conditions of the exterior envelope discussing specific conditions to be addressed as preventative maintenance type activities
- c. Input of findings in survey spreadsheet, including costs for correction actions, simple payback determination and priority assignment.
- d. Debriefing of findings to Owner.

2.8 Physical Assessment Survey Report:

- a. The physical assessment survey report will contain narratives of the findings of each individual survey.
- b. The physical assessment survey spreadsheet will include the following input fields:
 - Discipline (A, M)
 - Floor
 - Room
 - Issue
 - Corrective Action
 - Cost
 - Simple Payback
 - Priority
 - Photo
 - Author

3.0 DELIVERABLES

EMC will provide two copies of the following deliverables:

- Survey Report (8 ½ x 11 format)

EMC will provide one electronic copy of the following deliverables:

- Survey Report (PDF)

4.0 TEST EQUIPMENT

Data-logging equipment, test equipment, monitoring devices, and specialized equipment, provided by EMC to test, monitor, confirm systems, will remain the property of EMC. Equipment provided shall meet the minimum accuracy, calibration, and performance standards required by the performance test.

5.0 TIME PERIOD

It is anticipated that the mechanical survey will be conducted over a two-day time period, and the architectural survey will be one day. There is not a requirement of the surveys to be conducted concurrently.

END OF SCOPE

M:\Wildwood\20100618 - EMC - SOW Survey - Wildwood - 000.doc

City of Wildwood, Florida

100 N. Main Street
Wildwood, Florida 34785

5. COMMUNITY REDEVELOPMENT AGENCY
(a) Potential purchase of Osceola Ave properties to
mitigate storm water flooding

TO: Mayor/Commissioners

FROM: David Grimm, City Projects Planner/Coordinator

RE: Osceola Ave. drainage site

DATE: October 11th, 2010

At the direction of the Commission, the City entered into negotiations with the Gloria and Russell Rankin for the purchase of three parcels located on Osceola Ave. The properties are currently listed with Shanda Realty at \$15,000.00 each (\$45,000.00 total). An offer for the parcels was submitted by the City for \$12,666.66 each (\$38,000.00 total). The Rankin counter offer was for a total \$40,000.00 net proceeds, meaning the City would pay all of the seller's customary closing costs, including title insurance. This offer was rejected by City staff. The current Rankin counter offer is for a total of \$40,500.00 gross proceeds with the seller paying the customary closing costs including title insurance. The appraised value for the three parcels is \$45,000.00 (\$15,000.00 each).

Staff would recommend that the City enter into a contingent sales agreement for the three parcels for a total price of \$40,500.00 with the following stipulations:

1. The City would be permitted access to the property to perform necessary soil and other testing as determined by Kimley-Horn.
2. The parcel must meet any and all requirements and conditions for its intended use, without limitations, as determined by Kimley-Horn, City staff and the Commission.
3. The sellers, Gloria and Russell Rankin, pay all normal and customary "Sellers" closing costs including but not limited to title insurance.